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(Published by Authority)

PART I : SECTION (I) – GENERAL

Government Notifications

My No. : CI/1553.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between Paints and General Industries Ltd., 04th Floor, Propertex Building, No. 108, W. A. D. Ramanayaka Mawatha, Colombo 02 of the one part and Inter Company Employees' Union, No. 158/18, Muhandiram E. D. Dhabare Mawatha, Colombo 05 of the other part on 23rd March, 2009, is hereby published in terms of Section 06 of the Industrial Disputes Act, Chapter 131 of the Legislative Enactments of Ceylon (Revised Edition 1956).

W. J. L. U. WIJAYAWEERA,
Commissioner-General of Labour.

Department of Labour,
Labour Secretariat,
Colombo. 05,
3rd July, 2009.

Collective Agreement No. 05 of 2009

Collective Agreement Between Paints and General Industries Limited And Inter Company Employees Union of 2009- 02-10

COLLECTIVE AGREEMENT

Collective Agreement entered into between Paints and General Industries Ltd., a Company duly registered and having its registered office at 4th Floor, Propertex Building, 108, W. A. D. Ramanayaka Mawatha, Colombo 02 (hereinafter referred to as of the “the Employer”) and the Inter Company Employees Union, a Trade Union duly registered and having its registered office at No. 18/158, Muhandiram E. D. Dabare Mawatha, Colombo 5 (hereinafter referred to as “the Union”) on this 23rd day of March Two Thousand Nine.

Whereas the Union made certain demands of the Employer for the revision of wages and other terms and conditions of their members employed by the Employer, and parties having arrived at the following terms of agreement, including those which were agreed to under the Memorandum of Settlement signed before the Deputy Commissioner of Labour, Industrial Relations on 16th February 2009, agree to the following:

1. **Parties Covered and Bound.**— The terms of this agreement shall cover and bind the Employer, the Union and the members of the Union employed on permanent contracts of employment by the Employer in the Manual/Operative grades in the Company.

2. **Operation of Agreement.**— This Agreement shall take effect from 1st January, 2009, and unless otherwise terminated by either party to this agreement by giving notice to the other under the provisions of the Industrial Disputes Act, shall continue to remain in force provided, however, that neither party to this agreement shall give notice of such termination prior to the 30th November, 2010.

3. **Salaries.**— With effect from 1st January, 2009, the Employer shall revise the salaries of employees covered and bound by this agreement by adding the equivalent of 7% of salaries drawn by such employees as at 31st December, 2008.

Notional Arrears.— By way of notional arrears, in respect of the period 1st October to 31st December, 2008, the Employer will pay as an ex-egratia to each employee, the rupee equivalent of 7% per mensem. This lump sum shall not constitute a part of an employee's earnings for any purpose whatsoever and would therefore not attract any statutory payments.

4. **Annual Incremental Rates.**— The Employer agrees to increase the performance based component of the annual increment by 40%.

The conditions of granting the annual increment would remain unchanged.

5. **Annual Excursion.**— The Employer agrees to make all arrangements for the annual excursion commencing from 2009.

6. **Salary Loan Scheme for Employees.**— Parties agree to discuss the eligibility criteria and the limits of the loan in reach consensus on the matter. However, the management agrees to extend the recovery period of the loan up to 20 monthly instalments.

7. **Attendance Bonus.**— Parties agree that the payment and the terms and conditions of attendance bonus scheme shall remain unchanged. Provided, however, the Employer agrees to increase it to Rs. 600 with effect from 1st January 2009.

8. **Medical Reimbursement.**— The Employer agrees to increase the reimbursement of expenses incurred for medical treatment of employees up to a maximum of Rs. 4,200 per annum.

At the same time, the Union agrees to extent its fullest cooperation to prevent the exploitation of medical facilities obtained from the company doctor.

9. **Reimbursement of Expenses for purchase of Spectacles.**— The Employer agrees to reimburse the expenses incurred by employees in respect of purchase of spectacles on a prescription by a specialist medical officer, in the following manner.

- (a) Rs. 2500 for the 1st instance, and
- (b) Rs. 1000 for the replacement of lenses once in three (03) years.

10. **Death Donation.**— The Employer agrees to the following in respect of death donations,

- (a) To increase the company's monthly contribution towards the death donation society contribution per employee up to Rs. 50.
- (b) The management agrees to make a payment of Rs. 5000 to the death Donation Society for the purchase of provisions and to cover the transportation cost of the employees, in the event of a death of a family member.
- (c) The company will contribute an amount equal to the collection made from the employees of the company, in the event of the death of an employee, to be given to the immediate family with the objective of opening a savings account in the name of the children or the next of kin.

11. **Night Shift Allowance for Employees in the Solvent Processing Plant (SPP) at Ratmalana.**— The employer agrees to increase the night shift allowance in respect of the above mentioned employees up to Rs. 500 per mensem provided the employees achieve a rate of 75% in relation to attendance at night work.

12. **Meal Allowance.**— The company agrees to increase the lunch allowance to Rs. 75 and breakfast allowance to Rs. 60.

13. The Union, together with their members, hereby undertake that during the period of operation of this Agreement, they shall extend their fullest co-operation to the Company to carry out all its lawful activities.

14. If during the continuance in force of this Agreement the Government prescribes increases in salary by any written law, applicable to the Company by such Law, the Employer shall be entitled to take credit for the increases granted in terms of this Agreement.

15. The Employer, the Union and the employees covered and bound by this Agreement undertake that they shall not during the continuance of this Agreement seek to vary, alter or add to any of the terms and conditions agreed upon herein, and it is also agreed that the Trade Union and the employees shall not resort to any form of Trade Union action in relation to any dispute connected with or arising out of any matter covered by this Agreement.


16. *Parties also agree to resolve any dispute, whether covered by this agreement or not, in the following manner.-*

- (a) Firstly, the Branch and the Management would attempt to settle such issue/dispute at the Company level. A written statement of the dispute shall be forwarded by the Union's branch committee to the Employer, and at least three weeks given for the Employer to resolve the dispute.
- (b) In the event of non-resolution of the dispute at Stage (a) above, parties agree to meet at the Employers Federation of Ceylon (EFC) in order to resolve such dispute.
- (c) In the event of non-resolution of the dispute at Stage (b) above, parties agree to resolve the relevant dispute in accordance with the conciliation proceedings in terms of the provisions of the Industrial Disputes Act.
- (d) In the event of non-resolution of the dispute at Stage (c) above, the Union agrees that they would give 14 days prior notice, in writing, before engaging in any Trade Union action.

17. *Existing Terms.-* Subject to the revisions specifically set out herein, the terms and conditions of employment of employees covered and bound by this Agreement as at 31st December, 2008, shall continue to remain in force.

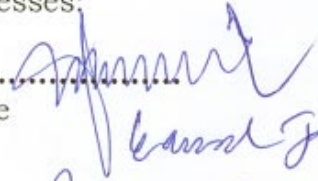
In witness hereof, parties have set their hands on this 23rd day of March Two Thousand and Nine.

for & on behalf of
Paints & General Industries Limited.



.....
Malith Rabel,
Manager, Finance & Administration

Witnesses:


1.
Name


.....
Designation:

for & on behalf of
Inter Company Employees Union

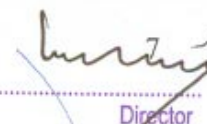

.....
Upul Wijesinghe
Deputy President

2. U. M. R.
Name


.....
Designation:

PAINTS & GENERAL INDUSTRIES LTD.


.....
R. Ganemulla.


.....
S.E. Captain.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between Janatha Estates Development Board, No. 55/75, Vauxhall Lane, Colombo 02 of the one part and Ceylon Estates Staffs' Union, No. 06, Aloe Avenue, Colombo 03 of the other part on 06th April, 2009, is hereby published in terms of Section 06 of the Industrial Disputes Act, Chapter 131 of the Legislative Enactments of Ceylon (Revised Edition 1956).

W. J. L. U. WIJAYAWERA,
Commissioner-General of Labour.

Department of Labour,
Labour Secretariat,
Colombo. 05,
3rd July, 2009.

Collective Agreement No. 08 of 2009**COLLECTIVE AGREEMENT - CLERICAL STAFF**

This Collective Agreement entered into between the Janatha Estates Development Board, having its registered office at No. 55/75, Vauxhall Lane, Colombo 02 of the first part and Ceylon Estates Staffs' Union, No. 06, Aloe Avenue, Colombo 03 of the second part, and the Ceylon into on the fifth day of May, 2009, witnesseth as follows :-

1. **Title.**-This agreement shall be known as the Plantations Clerical Staff Collective Agreement.

2. **Employers covered and bound.**-This Agreement shall bind the management of the Janatha Estates Development Board, whose name is mentioned as first part for and in respect of the categories of employees hereinafter described in clause 3 hereof.

3. **Union and Employees covered and bound.**-This Agreement shall cover and bind the aforesaid trade union, hereinafter referred to as the union, and members of the said union who are employed by Janatha Estates Development Board on monthly contract of employment and respect of whom salary ranges are prescribed in Schedule II hereto.

4. **Earlier Agreements.**-The provisions of this Agreement shall supersede and replace any earlier Agreements in respect of these categories and shall be deemed conclusive in relation to all terms and conditions. In the event of there being any dispute with regard to the existence of any other term or condition not contained herein, the same shall be resolved by reference to the Commissioner General of Labour in terms of the Industrial Disputes Act, but the party of the Second Part shall not be entitled to take trade union action on the basis of the existence of any such alleged term or condition.

5. **Date of Operation and Duration.**-Subject to any provisions to the contrary, this Agreement shall be effective from the first day of October 2008 and shall thereafter continue in force unless terminated by either party giving notice of termination in terms of the Industrial Disputes Act, subject to the condition that no party shall give notice to the other before 30th September 2013.

6. **General Terms and Conditions.**-

- (i) The terms of this Agreement shall be deemed to be included in all contracts of employment of those covered by this Agreement.
- (ii) Grading of employees covered shall be at the discretion of the Employer.
- (iii) Upon completion of 10 years satisfactory service under the same employer, Junior Clerks shall be re-designated as Clerks.

7. **Probation.**- On recruitment every employee shall serve a period of probation of not more than six months, subject to the right of the Employer to extend the probationary period for a further period of three months at his discretion for reasons of unsatisfactory performance, misconduct or other justifiable cause. Confirmation shall be by letter. However, in the event of the probationary period not being extended after the period of 6 months, the employee shall be deemed to be confirmed notwithstanding there being no letter of confirmation. During the period of probation or extended probation the Employer shall have the right to terminate without notice or assigning reasons therefor.

8. **First Appointment.**- No person will be recruited to a grade covered by this Agreement unless he has successfully completed the G.C.E. (Ordinary Level) Examination with English and Arithmetic/Mathematics. This will not apply to those who have experience in the trade.

9. **Attendance at Work.** - Unless otherwise specially instructed by his Employer, and employee shall present himself for work on every day other than a holiday due to him, at the usual starting time and at the usual working place and shall thereafter remain available for work throughout the normal working hours.

10. **Promotions.** -

- (i) Wherever vacancies exist, all other factors being comparable, seniority shall be given preference. The Employers shall advertise internally vacancies where employees covered by this Agreement may have appropriate skills and qualifications to make them eligible.
- (ii) Where an employee acts in a senior capacity over a period of 6 months and if he is confirmed in the senior capacity, he will not be required to serve a period of probation.
- (iii) Where an employee is required to act in a senior capacity for a period of more than one month, it should be communicated to him in writing and he shall be paid an Acting Allowance of 50% of the difference between his salary and that which was last paid to the holder of such senior position, subject to a maximum of Rupees One thousand five hundred (1,500) per mensem.
- (iv) Where the acting period, other than in over looking positions, continue for 6 months the employer shall prior to the expiry of 6 months, inform the employee in writing whether he is confirmed in the post or reverted to his substantive post.

11. **Salaries.** - (1) The salaries payable to the employees covered and bound by this agreement with effect from 1st October, 2008, shall be follows:

- (i) With effect from 01.10.2008, the salaries of all employees in employment at the date hereof shall be increased by a sum of Rs. 2,500. Provided, however, in respect of the period October, 2008 to April, 2009 it is hereby agreed that the said increase will be regarded as notional arrears (without any consequential benefits such as EPF, ETF, overtime etc.) and a sum of Rs. 17,500 will be paid to all employees covered and bound by this Agreement who is in employment as at the date of signing of this Agreement and who has also been in service on the 30th September, 2008, on the following basis -
 - (a) An initial payment of Rs. 2,500 will be paid before the Wesak Festival in May, 2009.
 - (b) Second installment of Rs. 5,000 will be paid along with July, 2009 salaries.
 - (c) Third installment of Rs. 5,000 will be paid along with September, 2009 salaries.
 - (d) The balance installment of Rs. 5,000 will be paid along with November, 2009 salaries.
- (ii) (a) The Janatha Estates Development Board need to pay a sum of Rs. 1,832.44 being the difference between the frozen COLA & the COLA payable on the CCPI from May, 2008 to September, 2008:

Month	Cola	Rs.	Difference
May, 2008		8,442.72	290.72
June, 2008		8,593.60	441.60
July, 2008		8,637.88	485.88
August, 2008		8,505.04	353.04
September, 2008		8,413.20	261.20
Total			1,832.44

It was agreed to pay this COLA arrears along with June, 2009 salaries.

- (b) In addition, a sum of Rs. 1,827 also has to be paid as arrears. On the basis of the consolidation of COLA in a sum of Rs. 8,413 from October, 2008, the Estate Staff who has been paid a sum of Rs. 8,152.44 (frozen COLA) up to April, 2009, has to be paid the shortfall from October, 2008 to April, 2009 worked out as follows:

$$\text{Rs. } 8,413.00 - 8,152.00 = 261 \times 7 = \text{Rs. } 1,827.00$$

The above arrears will be paid along with August, 2009 salaries.
- (c) Contributions to EPF, ETF and to the staff Medical fund in respect of each employee shall be made in respect of above payments (A and B).
- (iii) In addition, the cost of living allowance (COLA) in respect of the month of September, 2008 of a sum of Rs. 8,413 will be consolidated into the salaries with effect from 1st October, 2008. Consequent to the full consolidation of COLA into salaries parties to the Agreement do hereby agree that there shall be no payment of a monthly cost of living allowance to any employee.
- (iv) In terms of the above salary revision, the salary ranges applicable will accordingly be revised as per Schedule II of this agreement.

- (v) After revision effected in terms of (i) and (iii) above the employees will be placed on the salary point on the salary range applicable to his/her grade as set out in Schedule III hereof.
- (vi) With effect from 01.10.2011, salaries of each employee in employment for a period of not less than 12 completed months as at such time shall be increased by a sum of Rupees One Thousand five Hundred (Rs. 1,500) of the monthly salary payable to each such employee as at September 2011.
- (vii) In the case of Stenographers/Clerks and Storekeepers/Clerks who are presently entitled to an allowance on account of work as a Stenographer or Storekeeper, as the case may be such employee shall continue to receive his/her allowance at the rate of 10% of the salary drawn by him/her. The allowances shall not be payable if the additional duties are not performed or not deemed necessary, Contributions to EPF and ETF shall be made in respect of this allowance.
2. (a) With effect from the date hereof, employees, who are entitled to a payment in lieu of staff quarters being provided to them, shall receive the following allowances, depending on the grade to which they belong.

Junior Clerk	-	Rs. 1,020/-
Clerk	-	Rs. 1,080/-
Senior Clerk	-	Rs. 1,260/-
Chief Clerk	-	Rs. 1,380/-
Special Grade Chief Clerk		
Administrative Officer	-	Rs. 1,440/-

- (b) In the event of any person not occupying quarters provided by the Employer, such person shall be liable to disciplinary action.

12. **Overtime.**—If required by his Employer, and Employee shall work reasonable overtime which has been authorized by the Employer. Overtime work shall be remunerated at one and a half times the normal hourly rate.

13. **Weekly, Statutory and poya holidays.**—An employee will be entitled to holidays as provided for in the Shop & Office Employees Act. Payment for work on such days shall be remunerated at the prescribed statutory rates.

14. **Leave.**—

- Annual Leave and Casual Leave shall be granted as prescribed in the Shop & Office Employees Act. All employees with more than 20 years service and Heads of Departments shall be entitled to three weeks paid annual leave as a special benefit this right shall not extend to any employee recruited after 1st September 1993.
- Sick Leave.**—Leave on full pay shall be granted up to a maximum of 21 working days in a year. Sick leave will be granted up to two days at a time without the submission of a Medical Certificate. For leave of three days and over, a medical certificate from an approved medical Practitioner or Government Hospital shall be considered necessary, subject to the right of the Employer to call for a medical certificate as aforementioned, where he deemes it appropriate.
 - In the event of an employee not availing himself of his full quota of sick leave, he may carry forward his leave, which he could use in the event of hospitalization or a prolonged illness in a succeeding year, subject to the condition however that he cannot avail himself of more than 90 days on that account.
 - In the case of an employee whose terms presently permit a higher quantum of sick leave he/she shall be permitted to continue to enjoy such concession as personal to him/her.
- Casual Leave**—All employees shall be entitled in each year to a maximum of seven (7) days Casual Leave with full pay. not more than three (3) days being taken at a time. Casual leave not taken in any one year will not be carried over to the next year.

15. **Gratuity**—Gratuity shall be payable in accordance with the Payment of Gratuity Act. No. 12 of 1983.

16. **Age of Retirement**—

- Unless the letter of appointment specifies a higher retiral age, the age of retirement shall be 58 years.
- However, an employer may retire an employee at the age of 55 years, subject to unsatisfactory work performance, conduct or state of health of the employee, for this purpose unsatisfactory work performance shall include any act of misconduct in respect of which disciplinary action has been taken.
- An employer who decides to retire an employee at the age of 55 years on grounds stated at (ii) above shall give such employee one year's notice in writing or pay one year's salary in lieu of such notice. Where such notice is not given and the

employee concerned is found guilty of misconduct during such one year period which misconduct would have otherwise resulted in his retirement at 55 years, the employee shall be retired on reaching 55 years notwithstanding the fact that notice has not been given or payment made in lieu.

- (iv) Extensions beyond the age of 58 years may be granted on application made in writing by the employee at least 6 months before reaching the age of retirement or the date of expiry of the given extension. Extensions granted shall not exceed a year at a time and shall not be available beyond the age of 60 years.

17. *Suspension As a Measure of Punishment.* -

- (i) Punishment for offences in the case of an employee may include suspension. provided however that such suspension shall not exceed fourteen days without pay and shall be in writing.
- (ii) Punishment in excess of three days suspension without pay shall only be after a domestic inquiry.

18. *Suspension Pending Disciplinary Inquiries.*-

- (1) An employee may be suspended from work without pay for a period not exceeding one month pending a disciplinary inquiry when there is *prima facie* evidence, in the opinion of the Employer, of a charge or charges of misconduct against him. Such suspension shall be in writing.
- (2) Suspension of an employee on the ground referred to in Sub-clause (1) above for any period in excess of one month shall be on half pay.
- (3) The provisions contained in Sub-clauses (1) and (2) above shall not apply to the suspension of an employee pending inquiries by the Police, by other Public Authorities or Audit Verifications.

19. *Administrative Transfers.*-

- (1) Transfers not involving hardship in relation to schooling of children or employment of a spouse, will, subject to the exigencies of the service and the requirements of the Employer, be made at the discretion of the Management with one month's notice in writing.
- (2) Transfers from one estate to another or from one division to another which are likely to cause hardship on account of children's schooling or the spouses employment shall generally be made at the end of the year with three months' notice in writing.
- (3) No employee covered by this Agreement shall be transferred, except on disciplinary grounds, in the last year prior to his retirement.
- (4) The provisions of Sub-clauses (1), (2) and (3) above shall not apply to transfers on disciplinary grounds, but the Management shall give reasonable notice, depending on the circumstances of each case.

20. *Annual Increments.*-

- (1) Annual increments shall be granted automatically on completion of a years' service. The increments will be awarded in accordance with the practice prevailing on each estate. Where increments are awarded on a uniform date to all employees, in the event of an employee being confirmed in service within six months of the date on which increments are awarded, he shall not be entitled to any increment and will become eligible only from the following year.
- (2) An increment may be suspended, stopped or deferred by way of punishment or for general inefficiency, after the employee has been notified in writing of such fact. In the case of deferment, the loss of increment shall be continuous, whereas stoppage would be only for the period relevant to the stoppage.

21. *Disciplinary Inquiries.*-

- (1) An employee may be suspended without pay by his Employer pending an inquiry on a charge which warrants dismissal or where, in the opinion of the Employer, a breach of the peace, damage to property or disturbance of business needs to be avoided. Where an employee is suspended without pay he shall be notified in a general manner of the reasons for such suspension within 3 days of the actual suspension.
- (2) An employee may also be suspended with pay pending a disciplinary investigation and inquiry, where the Management deems that such measure is necessary.

- (3) An employee is entitled to be furnished with a 'show cause' notice setting out the charges of misconduct alleged against him and the employee shall be granted not less than seven (07) clear working days in which days in which to give the answer or explanation. Where necessary the employee may request further time and the Employer shall permit a reasonable amount of time depending on the nature of the charges, but not exceeding a total of 14 working days, other than in exceptional circumstances.
- (4) If the Employer is satisfied with the written explanation, the employee shall be exonerated of the charge or charges and where appropriate he shall be summoned to report back for work. Where the explanation is unsatisfactory, the Employer shall hold a disciplinary inquiry within a reasonable length of time and shall commence such inquiry within 30 working days from the date on which the explanation to the 'show cause' letter is received, unless circumstances prevent the employer from doing so.
- (5) An employee shall be permitted to have a Union member to defend him at the inquiry. Such representative shall be a professional. If the employee wishes to have the benefit of such representation he shall inform the Superintendent of the name of the person defending him at least 48 hours before the Inquiry is due to commence. The Superintendent may object to the individual selected, in which event the accused employee may nominate another representative. The failure of an employee to be defended by a representative shall not vitiate the inquiry.
- (6) The Employer shall endeavor to give the findings and convey the punishment, if any, within a period of 30 working days from the date on which the inquiry is concluded, unless there is justification for he delay. In no case shall the findings be delayed beyond 90 working days form the date conclusion of the inquiry, save and except in the case of a pending criminal investigation. If no findings are given within 90 working days and the above exception does not apply, the accused employee shall be exonerated of the charges.
- (7) Notwithstanding the above provisions, an Employer may, where the circumstances so warrant, terminate an employee summarily. In such event, the letter of termination shall set out the reasons for termination, including the justification for summary termination. In such event, the Union may appeal to the Employer or to the appropriate forum.

22. *Variations of Terms and Conditions of Employment and Disputes.-*

- (1) Parties hereto agree that during the continuance in force of this Agreement, they will not seek to vary, alter or add to any of the terms and conditions of employment, except by mutual consent.
- (2) Any employee enjoying a benefit, which is over and above the normal entitlement, shall continue to enjoy the same as personal, but this benefit shall not extend to any other employee. The above provision shall not apply to the consumption of electricity, where a limit is fixed for all employees.
- (3) Any dispute or issue of interpretation of this Agreement shall be resolved by reference to the Commissioner-General of Labour under the Industrial Disputes Act, and if no settlement could be reached by voluntary arbitration thereafter.
- (4) It is agreed by and between parties that the Union, collectively or independently, or their members, shall not resort to any form of trade union action on any matter covered by this Agreement or is connected therewith.

23. *Duty Leave.-*

- (1) Subject to the approval of their respective Employers, the President and one other office bearer of the Parent Union will be permitted such duty leave as their Union duties require.
- (2) Where any dispute arises with regard to duty leave of the President and the nominated office bearer of the Parent Union, as specified in sub clause (1) above, the Federation will attempt to effect an amicable settlement between parties.
- (3) By mutual arrangement with the Employer, the Treasurer of the Parent Union shall be allowed twelve days duty leave in any one year.
- (4) By arrangement with their respective Employers, Branch Chairman of the Union shall be allowed twelve days duty leave which may be shared with the respective Branch Secretaries, on condition that the total leave availed of jointly by these two Office Bearers shall not exceed twelve days in any one year.

PART II

1. The Janatha Estate Development Board covered and bound by this Agreement undertakes to discuss with Union to resolve any issues relevant to employees in a situation of amalgamation/sub leasing of estates/divisions.

2. **Electricity.**— Free electricity would be granted to members of staff on the following basis, irrespective of what they had been enjoying in the past.

Elevation below 4,500 feet (Factory Elevation)

Senior staff	—	140 units
Junior staff	—	100 units
Other/minor staff	—	75 units

Elevation above 4,500 feet (Factory Elevation)

Senior staff	—	170 units
Junior staff	—	130 units
Other/minor staff	—	105 units

Recoveries for any excess usage will be made once in 6 months on the accumulated figure at the rate that costs each estate.

Kerosene – Employer shall provide 15 litres kerosene per mensem to those employees resident on estates/divisions without electricity.

3. **Tea Allowance.**— The employer shall provide free tea, on the following basis, to members of estate staff (including future recruits in those categories presently entitled) irrespective of what they had been enjoying in the past.

Senior staff	—	2 Kgs.
Junior staff	—	1 1/2 Kgs.
Other/minor staff	—	1Kg.

The staff members could purchase in addition to the above free tea, the same quantities at the rate of 75% of the NSA or COP whichever is lower.

Staff members who had been entitled to three or more kilos of tea at a concessionary rate before June 1992, would be entitled to purchase a maximum of 3 kgs at a concessionary rate of 35% of COP or NSA whichever is lower with effect from 1st June, 2003.

4. **Death Grant.**—


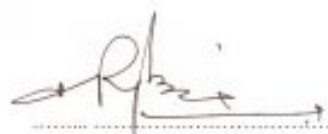


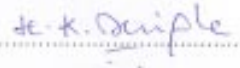
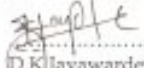
- (1) With effect from the date hereof, on the death of a staff member, the dependants will be paid a sum of Rs. 25,000 as funeral expenses.
- (2) The dependants of the deceased staff member will be paid 50% of the sum equivalent to 3 months salary within one month upon the death of the employee and the balance at the time the dependants hand over the staff quarters.
- (3) If quarters are not provided to the deceased staff member, the dependants will be paid the sum equivalent to 3 months' salary within one month of the death of the staff member.

5. **Medical Aid Scheme.**— A staff member who is a member of the staff medical aid scheme will be paid the total balance lying to his/her credit in the fund inclusive of the company's contribution to such fund, at the time of retirement/death or termination of his/her, employment from the estate.

24. **Interpretation.**—

Word	Meaning
Union	Means the union referred to as the Party of the Second Part in this Agreement.
Dispute	Shall have the same meaning as in the industrial disputes Act.
Employer	Means a company who has subscribed to this Agreement and is referred to in Schedule I hereof.
Week	Means the period between midnight on any Saturday and midnight on the succeeding Sunday night
Year	Means a continuous period of 12 months.
Gender	A reference to the masculine Gender shall include the feminine as well.

In witness whereof the parties aforesaid have hereunto set their hand at Colombo on this sixth day of April Two Thousand and Nine.

 D. de S. Daluwatte Chairman Janatha Estates Development Board	 P. Ramasivam President Ceylon Estates Staffs' Union
<p>Witnesses</p>	
<p>1</p>  Nath Amarasinghe General Secretary Ceylon Estates Staffs' Union	 D.K. Jayawardena Vice President Ceylon Estates Staffs' Union
<p>2</p>  D.K. Jayawardena Vice President Ceylon Estates Staffs' Union	 Nath Amarasinghe General Secretary Ceylon Estates Staffs' Union

SCHEDULE II

CLERICAL STAFF-SALARY RANGES

Junior Clerk	Rs. 15,415.00-Rs. 25,415.00 Annual Increment 200
Clerk	Rs. 15,585.00-Rs. 28,085.00 Annual Increment 250
Senior Clerk	Rs. 15,755.00-Rs. 32,005.00 Annual Increment 325
Chief Clerk	Rs. 16,540.00-Rs. 41,540.00 Annual Increment 500
Special Grade Chief Clerk / Administrative Officer	Rs. 19,915.00-Rs. 57,415.00 Annual Increment 750

SCHEDULE III

JUNIOR CLERK

Stage	Current Salary Rs.	Salary Revision (2500 + 8413) Rs.	Placement on Salary Range Rs.
1.	4,500 0	10,913 0	15,413 0
2.	4,575 0	10,913 0	15,488 0
3.	4,650 0	10,913 0	15,563 0
4.	4,725 0	10,913 0	15,638 0

<i>Stage</i>	<i>Current Salary Rs.</i>	<i>Salary Revision (2500 + 8413) Rs.</i>	<i>Placement on Salary Range Rs.</i>
5.	4,800 0	10,913 0	15,713 0
6.	4,875 0	10,913 0	15,788 0
7.	4,950 0	10,913 0	15,863 0
8.	5,025 0	10,913 0	15,938 0
9.	5,100 0	10,913 0	16,013 0
10.	5,175 0	10,913 0	10,088 0
11.	5,250 0	10,913 0	16,163 0
12.	5,325 0	10,913 0	16,238 0
13.	5,400 0	10,913 0	16,313 0
14.	5,475 0	10,913 0	16,388 0
15.	5,550 0	10,913 0	16,463 0
16.	5,625 0	10,913 0	16,538 0
17.	5,700 0	10,913 0	16,613 0
18.	5,775 0	10,913 0	10,688 0
19.	5,850 0	10,913 0	16,763 0
20.	5,925 0	10,913 0	16,838 0
21.	6,000 0	10,913 0	16,913 0
22.	6,075 0	10,913 0	16,988 0
23.	6,150 0	10,913 0	17,063 0
24.	6,225 0	10,913 0	17,138 0
25.	6,300 0	10,913 0	17,213 0
26.	6,375 0	10,913 0	17,288 0
27.	6,450 0	10,913 0	17,363 0
28.	6,525 0	10,913 0	17,438 0
29.	6,600 0	10,913 0	17,513 0
30.	6,675 0	10,913 0	17,588 0
31.	6,750 0	10,913 0	17,663 0
32.	6,825 0	10,913 0	17,738 0
33.	6,900 0	10,913 0	17,813 0
34.	6,975 0	10,913 0	17,888 0
35.	7,050 0	10,913 0	17,963 0
36.	7,125 0	10,913 0	18,038 0
37.	7,200 0	10,913 0	18,113 0
38.	7,275 0	10,913 0	18,188 0
39.	7,350 0	10,913 0	18,263 0
40.	7,425 0	10,913 0	18,338 0
41.	7,500 0	10,913 0	18,413 0
42.	7,575 0	10,913 0	18,488 0
43.	7,650 0	10,913 0	18,563 0
44.	7,725 0	10,913 0	18,638 0
45.	7,800 0	10,913 0	18,713 0
46.	7,875 0	10,913 0	18,788 0
47.	7,950 0	10,913 0	18,863 0
48.	8,025 0	10,913 0	18,938 0
49.	8,100 0	10,913 0	19,013 0
50.	8,175 0	10,913 0	19,088 0
51.	8,250 0	10,913 0	19,163 0

SCHEDULE III

CLERK

<i>Stage</i>	<i>Current Salary Rs.</i>	<i>Salary Revision (2500 + 8413) Rs.</i>	<i>Placement on Salary Range Rs.</i>
1.	4,670 0	10,913 0	15,583 0
2.	4,770 0	10,913 0	15,683 0
3.	4,870 0	10,913 0	15,783 0
4.	4,970 0	10,913 0	15,883 0
5.	5,070 0	10,913 0	15,983 0
6.	5,170 0	10,913 0	16,083 0
7.	5,270 0	10,913 0	16,183 0
8.	5,370 0	10,913 0	16,283 0
9.	5,470 0	10,913 0	16,383 0
10.	5,570 0	10,913 0	16,483 0
11.	5,670 0	10,913 0	16,583 0
12.	5,770 0	10,913 0	16,683 0
13.	5,870 0	10,913 0	16,783 0
14.	5,970 0	10,913 0	16,883 0
15.	6,070 0	10,913 0	16,983 0
16.	6,170 0	10,913 0	17,083 0
17.	6,270 0	10,913 0	17,183 0
18.	6,370 0	10,913 0	17,283 0
19.	6,470 0	10,913 0	17,383 0
20.	6,570 0	10,913 0	17,483 0
21.	6,670 0	10,913 0	17,583 0
22.	6,770 0	10,913 0	17,683 0
23.	6,870 0	10,913 0	17,783 0
24.	6,970 0	10,913 0	17,883 0
25.	7,070 0	10,913 0	17,983 0
26.	7,170 0	10,913 0	18,083 0
27.	7,270 0	10,913 0	18,183 0
28.	7,370 0	10,913 0	18,283 0
29.	7,470 0	10,913 0	18,383 0
30.	7,570 0	10,913 0	18,483 0
31.	7,670 0	10,913 0	18,583 0
32.	7,770 0	10,913 0	18,683 0
33.	7,870 0	10,913 0	18,783 0
34.	7,970 0	10,913 0	18,883 0
35.	8,070 0	10,913 0	18,983 0
36.	8,170 0	10,913 0	19,083 0
37.	8,270 0	10,913 0	19,183 0
38.	8,370 0	10,913 0	19,283 0
39.	8,470 0	10,913 0	19,383 0
40.	8,570 0	10,913 0	19,483 0
41.	8,670 0	10,913 0	19,583 0
42.	8,770 0	10,913 0	19,683 0
43.	8,870 0	10,913 0	19,783 0
44.	8,970 0	10,913 0	19,883 0
45.	9,070 0	10,913 0	19,983 0
46.	9,170 0	10,913 0	20,083 0
47.	9,270 0	10,913 0	20,183 0
48.	9,370 0	10,913 0	20,283 0
49.	9,470 0	10,913 0	20,383 0
50.	9,570 0	10,913 0	20,483 0
51.	9,670 0	10,913 0	20,583 0

SCHEDULE III

SENIOR CLERK

<i>Stage</i>	<i>Current Salary Rs.</i>	<i>Salary Revision (2500 + 8413) Rs.</i>	<i>Placement on Salary Range Rs.</i>
1.	4,840 0	10,913 0	15,753 0
2.	4,990 0	10,913 0	15,903 0
3.	5,140 0	10,913 0	16,053 0
4.	5,290 0	10,913 0	16,203 0
5.	5,440 0	10,913 0	16,353 0
6.	5,590 0	10,913 0	16,503 0
7.	5,740 0	10,913 0	16,653 0
8.	5,890 0	10,913 0	16,803 0
9.	6,040 0	10,913 0	16,953 0
10.	6,190 0	10,913 0	17,103 0
11.	6,340 0	10,913 0	17,253 0
12.	6,490 0	10,913 0	17,403 0
13.	6,640 0	10,913 0	17,553 0
14.	6,790 0	10,913 0	17,703 0
15.	6,940 0	10,913 0	17,853 0
16.	7,090 0	10,913 0	18,003 0
17.	7,240 0	10,913 0	18,153 0
18.	7,390 0	10,913 0	18,303 0
19.	7,540 0	10,913 0	18,453 0
20.	7,690 0	10,913 0	18,603 0
21.	7,840 0	10,913 0	18,753 0
22.	7,990 0	10,913 0	18,903 0
23.	8,140 0	10,913 0	19,053 0
24.	8,290 0	10,913 0	19,203 0
25.	8,440 0	10,913 0	19,353 0
26.	8,590 0	10,913 0	19,503 0
27.	8,740 0	10,913 0	19,653 0
28.	8,890 0	10,913 0	19,803 0
29.	9,040 0	10,913 0	19,953 0
30.	9,190 0	10,913 0	20,103 0
31.	9,340 0	10,913 0	20,253 0
32.	9,490 0	10,913 0	20,403 0
33.	9,640 0	10,913 0	20,553 0
34.	9,790 0	10,913 0	20,703 0
35.	9,940 0	10,913 0	20,853 0
36.	10,090 0	10,913 0	21,003 0
37.	10,240 0	10,913 0	21,153 0
38.	10,390 0	10,913 0	21,303 0
39.	10,540 0	10,913 0	21,453 0
40.	10,690 0	10,913 0	21,603 0
41.	10,840 0	10,913 0	21,753 0
42.	10,990 0	10,913 0	21,903 0
43.	11,140 0	10,913 0	22,053 0
44.	11,290 0	10,913 0	22,203 0
45.	11,440 0	10,913 0	22,353 0
46.	11,590 0	10,913 0	22,503 0
47.	11,740 0	10,913 0	22,653 0
48.	11,890 0	10,913 0	22,803 0
49.	12,040 0	10,913 0	22,953 0
50.	12,190 0	10,913 0	23,103 0
51.	12,340 0	10,913 0	23,253 0

SCHEDULE III

CHIEF CLERK

<i>Stage</i>	<i>Current Salary Rs.</i>	<i>Salary Revision (2500 + 8413) Rs.</i>	<i>Placement on Salary Range Rs.</i>
1.	5,625 0	10,913 0	16,538 0
2.	5,825 0	10,913 0	16,738 0
3.	6,025 0	10,913 0	16,938 0
4.	6,225 0	10,913 0	17,138 0
5.	6,425 0	10,913 0	17,338 0
6.	6,625 0	10,913 0	17,538 0
7.	6,825 0	10,913 0	17,738 0
8.	7,025 0	10,913 0	17,938 0
9.	7,225 0	10,913 0	18,138 0
10.	7,425 0	10,913 0	18,338 0
11.	7,625 0	10,913 0	18,538 0
12.	7,825 0	10,913 0	18,738 0
13.	8,025 0	10,913 0	18,938 0
14.	8,225 0	10,913 0	19,138 0
15.	8,425 0	10,913 0	19,338 0
16.	8,625 0	10,913 0	19,538 0
17.	8,825 0	10,913 0	19,738 0
18.	9,025 0	10,913 0	19,938 0
19.	9,225 0	10,913 0	20,138 0
20.	9,425 0	10,913 0	20,338 0
21.	9,625 0	10,913 0	20,538 0
22.	9,825 0	10,913 0	20,738 0
23.	10,025 0	10,913 0	20,938 0
24.	10,225 0	10,913 0	21,138 0
25.	10,425 0	10,913 0	21,338 0
26.	10,625 0	10,913 0	21,538 0
27.	10,825 0	10,913 0	21,738 0
28.	11,025 0	10,913 0	21,938 0
29.	11,225 0	10,913 0	22,138 0
30.	11,425 0	10,913 0	22,338 0
31.	11,625 0	10,913 0	22,538 0
32.	11,825 0	10,913 0	22,738 0
33.	12,025 0	10,913 0	22,938 0
34.	12,225 0	10,913 0	23,138 0
35.	12,425 0	10,913 0	23,338 0
36.	12,625 0	10,913 0	23,538 0
37.	12,825 0	10,913 0	23,738 0
38.	13,025 0	10,913 0	23,938 0
39.	13,225 0	10,913 0	24,138 0
40.	13,425 0	10,913 0	24,338 0
41.	13,625 0	10,913 0	24,538 0
42.	13,825 0	10,913 0	24,738 0
43.	14,025 0	10,913 0	24,938 0
44.	14,225 0	10,913 0	25,138 0
45.	14,425 0	10,913 0	25,338 0
46.	14,625 0	10,913 0	25,538 0
47.	14,825 0	10,913 0	25,738 0
48.	15,025 0	10,913 0	25,938 0
49.	15,225 0	10,913 0	26,138 0
50.	15,425 0	10,913 0	26,338 0
51.	15,625 0	10,913 0	26,538 0

SCHEDULE III

SPECIAL GRADE CHIEF CLERK/ADMINISTRATIVE OFFICER

<i>Stage</i>	<i>Current Salary Rs.</i>	<i>Salary Revision (2500 + 8413) Rs.</i>	<i>Placement on Salary Range Rs.</i>
1.	9,000 0	10,913 0	19,913 0
5.	9,300 0	10,913 0	20,213 0
6.	9,600 0	10,913 0	20,513 0
7.	9,900 0	10,913 0	20,813 0
8.	10,200 0	10,913 0	21,113 0
9.	10,500 0	10,913 0	21,413 0
10.	10,800 0	10,913 0	21,713 0
11.	11,100 0	10,913 0	22,013 0
12.	11,400 0	10,913 0	22,313 0
13.	11,700 0	10,913 0	22,613 0
14.	12,000 0	10,913 0	22,913 0
15.	12,300 0	10,913 0	23,213 0
16.	12,600 0	10,913 0	23,513 0
17.	12,900 0	10,913 0	23,813 0
18.	13,200 0	10,913 0	24,113 0
19.	13,500 0	10,913 0	24,413 0
20.	13,800 0	10,913 0	24,713 0
21.	14,100 0	10,913 0	25,013 0
22.	14,400 0	10,913 0	25,313 0
23.	14,700 0	10,913 0	25,613 0
24.	15,000 0	10,913 0	25,913 0
25.	15,300 0	10,913 0	26,213 0
26.	15,600 0	10,913 0	26,513 0
27.	15,900 0	10,913 0	26,813 0
28.	16,200 0	10,913 0	27,113 0
29.	16,500 0	10,913 0	27,413 0
30.	16,800 0	10,913 0	27,713 0
31.	17,100 0	10,913 0	28,013 0
32.	17,400 0	10,913 0	28,313 0
33.	17,700 0	10,913 0	28,613 0
34.	18,000 0	10,913 0	28,913 0
35.	18,300 0	10,913 0	29,213 0
36.	18,600 0	10,913 0	29,513 0
37.	18,900 0	10,913 0	29,813 0
38.	19,200 0	10,913 0	30,113 0
39.	19,500 0	10,913 0	30,413 0
40.	19,800 0	10,913 0	30,713 0
41.	20,100 0	10,913 0	31,013 0
42.	20,400 0	10,913 0	31,313 0
43.	20,700 0	10,913 0	31,613 0
44.	21,000 0	10,913 0	31,913 0
45.	21,300 0	10,913 0	32,213 0
46.	21,600 0	10,913 0	32,513 0
47.	21,900 0	10,913 0	32,813 0
48.	22,200 0	10,913 0	33,113 0
49.	22,500 0	10,913 0	33,413 0
50.	22,800 0	10,913 0	33,713 0
51.	23,100 0	10,913 0	34,013 0
52.	23,400 0	10,913 0	34,313 0
53.	23,700 0	10,913 0	34,613 0
54.	24,000 0	10,913 0	34,913 0

My No.: CA/Plantation/07/2009.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between Janatha Estates Development Board, No. 55/75, Vauxhall Lane, Colombo 02 of the one part and Ceylon Estates Staffs' Union, No. 06, Aloe Avenue, Colombo 03 of the other part on 06th April, 2009, is hereby published in terms of Section 06 of the Industrial Disputes Act, Chapter 131 of the Legislative Enactments of Ceylon (Revised Edition 1956).

W. J. L. U. WIJAYAWERA,
Commissioner-General of Labour.

Department of Labour,
Labour Secretariat,
Colombo. 05,
2nd July, 2009.

Collective Agreement No. 09 of 2009

COLLECTIVE AGREEMENT - SUPERVISORY

This Collective Agreement entered into between Janatha Estates Development Board, having its registered office at No. 55/75, Vauxhall Lane, Colombo 02 of the First Part and the Ceylon Estates Staffs' Union, No. 06, Aloe Avenue, Colombo 03, of the Second Part, made and entered into on the Fifth day of May, 2009 witnesseth as follows:

1. **Title.**— This agreement shall be known as the Plantations Supervisory Staff Collective Agreement.

2. **Employers Covered and Bound.**— This Agreement shall bind the management of the Janatha Estates Development Board, whose name mentioned as first part for and in respect of the categories of employees hereinafter described in Clause 3 hereof.

3. **Union and Employees Covered and Bound.**— This Agreement shall cover and bind the aforesaid Trade Union, hereinafter referred to as the Union, and members of the said Union who are employed by Janatha Estates Development Board on monthly contracts of employment and in respect of whom salary ranges are prescribed in Schedule II hereto.

4. **Earlier Agreements.**— The provisions of this Agreement shall supersede and replace any earlier Agreements in respect of these categories and shall be deemed conclusive in relation to all terms and conditions. In the event of there being any dispute with regard to the existence of any other term or condition not contained herein, the same shall be resolved by reference to the Commissioner-General of Labour in terms of the Industrial Disputes Act, but the party of the Second Part shall not be entitled to take trade union action on the basis of the existence of any such alleged terms or condition.

5. **Date of Operation and Duration.**— Subject to any provisions to the contrary, this Agreement shall be effective from the 1st day of October, 2008 and shall thereafter continue in force unless terminated by either party giving notice of termination in terms of the Industrial Disputes Act, subject to the condition that no party shall give notice to the other before 30th September, 2013.

6. **General Terms and Conditions.**—

- (i) The terms of this Agreement shall be deemed to be included in all contracts of employment of those covered by this Agreement.
- (ii) Grading of employees covered shall be at the discretion of the Employer.
- (iii) Upon completion of 10 years satisfactory service under the same employer, Junior Assistant Field Officer shall be re-designated as Assistant Field Officer.

7. **Probation.**— On recruitment every employee shall serve a period of probation of not more than six months, subject to the right of the Employer to extend the probationary period for a further period of three months at his discretion for reasons of unsatisfactory performance, misconduct or other justifiable cause. Confirmation shall be by letter. However, in event of the probationary period not being extended after the period of 6 months, an employee shall be deemed to be confirmed notwithstanding there being no letter of confirmation. During the period of probation or extended probation the Employer shall have right to terminate without notice or assigning reasons therefor.

8. **First Appointment.**— No person will be recruited to a grade covered by this Agreement unless he has successfully completed the G.C.E. (Ordinary Level) Examination with English and Arithmetic/Mathematics. This will not apply to those who have experience in the trade.

9. **Attendance at work.**— Unless otherwise specifically instructed by his Employer, an employee shall present himself for work on every day other than a holiday due to him, at the usual starting time and at the usual working place and shall thereafter remain available for work throughout the normal working hours.

10. **Promotions.**—

- (i) Wherever vacancies exist, all other factors being comparable, seniority shall be given preference. The Employers shall advertise internally vacancies where employees covered by this Agreement may have appropriate skills and qualifications to make them eligible.
- (ii) Where an employee acts in a senior capacity over a period of 6 months and if he is confirmed in the senior capacity he will not be required to serve a period of probation.
- (iii) Where an employee is required to act in a senior capacity for a period of more than one month, it should be communicated to him in writing and he shall be paid an Acting allowance of 50% of the difference between his salary and that which was last paid to the holder of such senior position subject to a maximum of Rupees One Thousand Five Hundred (Rs. 1,500) per mensem.
- (iv) Where the acting period, other than in overlooking positions, continue for 6 months the employer shall prior to the expiry of 6 months inform the employee in writing whether he is confirmed in the post or reverted to his substantive post.

11. **Salaries.**—

- (1) The salaries payable to the employees covered and bound by this agreement with effect from 1st October, 2008 shall be as follows:
 - (i) With effect from 01.10.2008, the salaries of all employees in employment at the date hereof shall be increased by a sum of Rs. 2,500 Provided, however, in respect of the period October 2008 to April 2009 it is hereby agreed that the said increase will be regarded as notional arrears (without any consequential benefits such as EPF, ETF, overtime etc) and a sum of Rs. 17,500 will be paid to all employees covered and bound by this agreement who is in the employment as at date of signing of this Agreement and who has also been in service on the 30th September, 2008, on the following basis.
 - (a) An initial payment of Rs. 2500 will be paid before the Wesak Festival in May, 2009.
 - (b) Second instalment of Rs. 5000 will be paid along with July, 2009 salaries.
 - (c) Third instalment of Rs. 5000 will be paid along with September, 2009 salaries.
 - (d) The balance instalment of Rs. 5000 will be paid along with November, 2009 salaries.
 - (ii) (a) The Janatha Estates Development Board need to pay a sum of Rs. 1834.44 being the difference between the frozen COLA and the COLA payable on the CCPI from May, 2008 to September, 2008.

Month	Cola	Rs.	Difference
May, 2008		8,442.72	290.72
June, 2008		8,593.60	441.60
July, 2008		8,637.88	485.88
August, 2008		8,505.04	353.04
September, 2008		8,413.20	261.20
TOTAL			<u>1,832.44</u>

It was agreed to pay this COLA arrears along with June, 2009 salaries.

- (b) In addition, a sum of Rs. 1827/- also has to be paid as arrears. On the basis of the consolidation of COLA in a sum of Rs. 8413/- from October 2008, the Estate staff who has been paid a sum of Rs. 8152/44 (frozen COLA) up to April 2009, has to be paid the shortfall from October 2008 to April 2009 worked out as follows.

$$\text{Rs. } 8413.00 - 8152.00 = 261 \times 7 = \text{Rs. } 1827.00$$

The above arrears will be paid along with August 2009 salaries.

- (c) Contributions to EPF, ETF and to the staff Medical fund in respect of each employee shall be made in respect of above payments (A & B)
- (iii) In addition, the cost of living allowance (COLA) in respect of the month of September 2008 of a sum of Rs. 8,413/- will be consolidated into the salaries with effect from 1st October 2008. Consequent to the full consolidation of COLA into salaries parties to the Agreement do hereby agree that there shall be no payment of a monthly cost of living allowance to any employees.

- (iv) In terms of the above salary revision, the salary ranges applicable will accordingly be revised as per schedule II of this agreement.
 - (v) After revision effected in terms of (i) and (iii) above the employees will be placed on the salary point on the salary range applicable to his / her grade as set out in schedule III hereof.
 - (vi) With effect from 01.10.2011, salaries of each employee in employment for a period of not less than 12 completed months as at such time shall be increased by a sum of Rupees One Thousand Five Hundred (Rs. 1,500/-) of the monthly salary payable to each such employee as at September 2011.
 - (vii) In the case of Field Officers / Storekeepers who are presently entitled to an allowance on account of work as a Storekeeper, such employee shall continue to receive his / her allowances at the rate of 10% of the salary drawn by him / her. The allowances shall not be payable if the additional duties are not performed or not deemed necessary. Contributions to EPF and ETF shall be made in respect of this allowance.
2. (a) With effect from the date hereof, employees who are entitled to a payment in lieu of staff quarters being provided to them shall receive the following allowances, depending on the grade to which they belong.

Junior Asst. Field Officer	-	Rs. 1,020/-
Asst. Field Officer	-	Rs. 1,080/-
Field Officer	-	Rs. 1,260/-
Field Officer Special Grade	-	Rs. 1,380/-

- (b) In the event of any person not occupying quarters provided by the Employer, such person shall be liable to disciplinary action.

12. *Hours of Work and Overtime.*-

- (i) The working week shall be six days of forty eight hours. One day each week shall be allowed as an off day. Work on the weekly off day or in excess of forty eight hours per week or ten hours per day shall be deemed to be overtime.
- (ii) If required by his employer, an employee shall work reasonable overtime which has been authorized by the employer. Each hour of overtime work shall be calculated by dividing the monthly rate by two hundred and forty (240) multiplied by one and a half (1 1/2).

13. *Leave.*-

1. Employees shall be entitled to a maximum of 14 days Annual Leave. In the first year the leave entitlement shall be on a proportionate basis. All employees with more than 20 years service and Heads of Departments shall be entitled to three weeks paid annual leave as a special benefit: This right shall not extend to any employee recruited after 1st September, 1993.
2. (i) *Sick Leave* - Leave on full pay shall be granted up to a maximum of 21 working days in a year. Sick leave will be granted up to two days at a time without the submission of a Medical Certificate. For leave of three days and over, a medical certificate from an approved Medical Practitioner or a Government Hospital shall be considered necessary, subject to the right of the Employer to call for a medical certificate as aforementioned, where he deems it appropriate.
- (ii) In the event of an employee not availing himself of his full quota of sick leave, he may carry forward his leave, which he could use in the event of hospitalization or a prolonged illness in a succeeding year, subject to the condition however that he cannot avail himself of more than 90 days on that account.
- (iii) In the case of an employee whose terms presently permit him a higher quantum of sick leave he shall be permitted to continue to enjoy such concession as personal to him.
3. *Casual Leave* - All employees shall be entitled in each year to a maximum of seven (7) days Casual Leave with full pay, not more than three (3) days being taken at a time. Casual leave not taken in any one year will not be carried over to the next year.
4. Five (5) days leave on full pay shall be allowed each year to each employee on account of religious festivals in accordance with the religious persuasions of such employee. Such leave may not, however, be taken in continuation with Casual leave.

14. *Holidays.*- Employees will be entitled to paid holidays on -

February 4th	-	Independence Day
April 13th or 14th	-	Sinhala / Tamil New Year
May 1st	-	May Day

15. **Gratuity.**— Gratuity shall be payable in accordance with the Payment of Gratuity Act, No. 12 of 1983.

16. **Age of Retirement.**—

- (i) Unless the letter of appointment specifies a higher retirement age, the age of retirement shall be 58 years.
- (ii) However, an employer may retire an employee at the age of 55 years, subject to unsatisfactory work performance, conduct or state of health of the employee. For this purpose “unsatisfactory work performance” shall include any act of misconduct in respect of which disciplinary action has been taken.
- (iii) An employer who decides to retire an employee at the age of 55 years on grounds stated at (ii) above, shall give such employee one year’s notice in writing or pay one year’s salary in lieu of such notice. Where such notice is not given and the employee concerned is found guilty of misconduct during such one year period which misconduct would have otherwise resulted in his retirement at 55 years, the employee shall be retired on reaching 55 years notwithstanding the fact that notice has not been given or payment made in lieu.
- (iv) Extensions beyond the age of 58 years may be granted on application made in writing by the employee at least 6 months before reaching the age of retirement or the date of expiry of the given extension. Extensions granted shall not exceed a year at a time and shall not be available beyond the age of 60 years.

17. **Suspension as a measure of Punishment.**—

1. Punishment for offences in the case of an employee may include suspension, provided however that such suspension shall not exceed fourteen days without pay and shall be in writing.
2. Punishment in excess of three days suspension without pay shall only be after a domestic inquiry. Such suspension shall be in writing.

18. **Suspension pending disciplinary inquiries.**—

1. An employee may be suspended from work without pay for a period not exceeding one month pending a disciplinary inquiry when there is prima facie evidence, in the opinion of the Employer, of a charge or charges of misconduct against him.
2. Suspension of an employee on the ground referred to in Sub-clause (1) above for any period in excess of one month shall be on half pay.
3. The provisions contained in sub-clauses (1) and (2) above shall not apply to the suspension of an employee pending inquiries by the Police, by other Public Authorities or Audit Verifications.

19. **Administrative Transfers.**—

1. Transfers not involving hardship in relation to schooling of children or employment of a spouse, will, subject to the exigencies of the service and the requirements of the Employer, be made at the discretion of the Management with one month’s notice in writing.
2. Transfers from one estate to another or from one division to another which are likely to cause hardship on account of children’s schooling or the spouse’s employment shall generally be made at the end of the year with three months’ notice in writing.
3. No employee covered by this Agreement shall be transferred, except on disciplinary grounds, in the last years prior to his retirement.
4. The provisions of sub-clauses (1), (2) and (3) above shall not apply to transfers on disciplinary grounds, but the Management shall give reasonable notice, depending on the circumstances of each case.

20. **Annual Increments.**—

1. Annual increments shall be granted automatically on completion of an employee’s service. The increments will be awarded in accordance with the practice prevailing on each estate. Where increments are awarded on a uniform date to all employees, in the event of an employee being confirmed in service within six months of the date on which increments are awarded, he shall not be entitled to any increment and will become eligible only from the following year.
2. An increment may be suspended, stopped or deferred, by way of punishment or for general inefficiency, after the employee has been notified in writing of such fact. In the case of deferment, the loss of increment shall be continuous, whereas stoppage would be only for the period relevant to the stoppage.

21. *Disciplinary Inquiries.*

- (1) An employee may be suspended without pay by his Employer pending an inquiry on a charge which warrants dismissal or where, in the opinion of the Employer, a breach of the peace, damage to property or disturbance of business needs to be avoided. Where an employee is suspended without pay he shall be notified in a general manner of the reasons for such suspension within 3 days of the actual suspension.
- (2) An employee may also be suspended with pay pending a disciplinary investigation and inquiry, where the management deems that such measure is necessary.
- (3) An employee is entitled to be furnished with a 'show cause' notice setting out the charges of misconduct alleged against him and the employee shall be granted not less than seven (07) clear working days in which to give the answer or explanation. Where necessary the employee may request further time and the Employer shall permit a reasonable amount of time depending on the nature of the charges, but not exceeding a total of 14 working days, other than in exceptional circumstances.
- (4) If the Employer is satisfied with the written explanation, the employee shall be exonerated of the charge or charges and where appropriate he shall be summoned to report back for work. Where the explanation is unsatisfactory, the Employer shall hold a disciplinary inquiry within a reasonable length of time and shall commence such inquiry within 30 working days from the date on which the explanation to the 'show cause' letter is received, unless circumstances prevent the employer from doing so.
- (5) An employee shall be permitted to have a Union member to defend him at the inquiry. Such representative shall not be a professional. If the employee wishes to have the benefit of such representation he shall inform the Superintendent of the name of the person defending him at least 48 hours before the inquiry is due to commence. The Superintendent may object to the individual selected, in which event the accused employee may nominate another representative. The failure of an employee to be defended by a representative shall not vitiate the inquiry.
- (6) The Employer shall endeavour to give the findings and convey the punishment, if any, within a period of 30 working days from the date on which the inquiry is concluded, unless there is justification for the delay. In no case shall findings be delayed beyond 90 working days from the date of conclusion of the inquiry save and except in the case of a pending criminal investigation. If no findings are given within 90 working days and the above exception does not apply, the accused employee shall be exonerated of the charges.
- (7) Notwithstanding the above provisions, an Employer may, where the circumstances so warrant, terminate an employee summarily. In such event, the letter of termination shall set out the reasons for termination, including the justification for summary termination. In such event, the Union may appeal to the Employer or to the appropriate forum.

22. *Variations of Terms and Conditions of Employment and Dispute.*

- (1) Parties hereto agree that during the continuance in force of this Agreement, they will not seek to vary, alter or add to any of the terms and conditions of employment, except by mutual consent.
- (2) Any employee enjoying a benefit which is over and above the normal entitlement, shall continue to enjoy the same as personal, but this benefit shall not extend to any other employee. The above provision shall not apply to the consumption of electricity, where a limit is fixed for all employees.
- (3) Any dispute or issue of interpretation of this Agreement shall be resolved by reference to the Commissioner General of Labour under the Industrial Disputes Act, and if no settlement could be reached, by voluntary arbitration thereafter.
- (4) It is agreed by and between parties that the Unions, collectively or independently, or their members, shall not resort to any form of trade union action on any matter covered by this Agreement or is connected therewith.

23. *Duty Leave.*

- (1) Subject to the approval of their respective Employers, the President and one other office bearer of the Parent Union will be permitted such duty leave as their Union duties require.
- (2) Where any dispute arises with regard to duty leave of the President and the nominated office bearer of the Parent Union, as specified in Sub-clause (1) above, the Federation will attempt to effect an amicable settlement between parties.
- (3) By mutual arrangement with the Employer, the Treasurer of the Parent Union shall be allowed twelve days duty leave in any one year.
- (4) By arrangement with their respective Employers, Branch Chairman of the Union shall be allowed twelve days duty leave which may be shared with the representative Branch Secretaries, on condition that the total leave availed of jointly by these two office Bearers shall not exceed twelve days in any one year.

PART II

1. The Janatha Estates Development Board covered and bound by this Agreement undertakes to discuss with Union to resolve any issues relevant to employees in a situation of amalgamation/sub leasing of estates/divisions.
2. *Electricity*.— Free electricity would be granted to members of staff on the following basis, irrespective of what they had been enjoying in the past.

Elevation below 4,500 feet (Factory Elevation)

Senior Staff	–	140 Units
Junior Staff	–	100 Units
Other/Minor Staff	–	75 Units

Elevation above 4,500 feet (Factory Elevation)

Senior Staff	–	170 units
Junior Staff	–	130 units
Other / Minor Staff	–	105 units

Recoveries for any excess usage will be made once in 6 months on the accumulated figure at the rate that costs each estate.

Kerosene – Employer shall provide 15 litres Kerosene per Mensem to those employees resident on Estates / Divisions without electricity.

3. *Tea Allowance*

The Employer shall provide free tea, on the following basis, to members of Estate Staff (including future recruits in those categories presently entitled) irrespective of what they had been enjoying in the past.

Senior Staff	–	2 kgs
Junior Staff	–	1 1/2 kgs
Others / Minor Staff	–	1 kg

The staff members could purchase in addition to the above free tea, the same quantities at the rate of 75% of the NSA or COP whichever is lower.

Staff members who had been entitled to three or more Kilos of tea at a concessionary rate before June, 1992 would be entitled to purchase a maximum of 3 kgs at a concessionary rate of 35% of COP or NSA whichever is lower with effect from 1st June, 2003.

4. *Death Grant*

1. With effect from the date hereof, on the death of a Staff Member, the dependents will be paid a sum of Rs. 25,000/- as funeral expenses.
2. The dependents of the deceased Staff Member will be paid a 50% of the sum equivalent to 3 months' salary within one month upon the death of the employee and the balance at the time the dependants hand over the staff quarters.
3. If quarters are not provided to the deceased staff member, the dependents will be paid the sum equivalent to 3 months' salary within one month of the death of the Staff Member.

5. *Medical Aid Scheme*

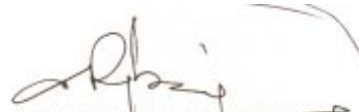
A Staff Member who is a member of the Staff Medical Aid Scheme will be paid the total balance lying to his / her credit in the fund inclusive of the company's contribution to such fund, at the time of retirement / death or termination of his / her employment from the estate.

24. *Interpretation*.—

Word	Meaning
Union	Means the Union referred to as the Party of the Second Part in this Agreement
Dispute	Shall have the same meaning as in the Industrial Disputes Act
Employer	Means a Company who has subscribed to this Agreement and is referred to in Schedule I hereof
Week	Means the period between midnight on any Saturday and midnight on the succeeding Sunday night
Year	Means a continuous period of 12 months
Gender	a reference to the Masculine Gender shall include the Feminine as well

In Witness whereof the parties aforesaid have hereunto set their hand at Colombo on this Sixth day of April, Two Thousand and Nine.



D. de S. Daluwatte
Chairman
Janatha Estates Development Board


P. Ramasivam
President
Ceylon Estates Staffs' Union

Witnesses

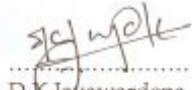
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Nath Amarasinghe
General Secretary
Ceylon Estates Staffs' Union

2




D. K. Jayawardena
Vice President
Ceylon Estates Staffs' Union

SCHEDULE II

SUPERVISORY STAFF - SALARY RANGES

Junior Asst. Field Officer	Rs. 15,135.00 - Rs. 22,635.00 Annual Increment 150
Asst. Field Officer	Rs. 15,415.00 - Rs. 25,415.00 Annual Increment 200
Field Officer	Rs. 15,980.00 - Rs. 28,480.00 Annual Increment 250
Field Officer Sp. Grade	Rs. 18,510.00 - Rs. 48,510.00 Annual Increment 600

SCHEDULE III

JR. ASST. FIELD OFFICER

Stage	Current Salary Rs.	Salary Revision (2500 + 8413) Rs.	Placement on Salary Range Rs.
1.	4,220 0	10,913 0	15,133 0
2.	4,275 0	10,913 0	15,188 0
3.	4,330 0	10,913 0	15,243 0
4.	4,385 0	10,913 0	15,298 0
5.	4,440 0	10,913 0	15,353 0
6.	4,495 0	10,913 0	15,408 0
7.	4,550 0	10,913 0	15,463 0

<i>Stage</i>	<i>Current Salary Rs.</i>	<i>Salary Revision (2500 + 8413) Rs.</i>	<i>Placement on Salary Range Rs.</i>
8.	4,605 0	10,913 0	15,518 0
9.	4,660 0	10,913 0	15,573 0
10.	4,715 0	10,913 0	15,628 0
11.	4,770 0	10,913 0	15,683 0
12.	4,825 0	10,913 0	15,738 0
13.	4,880 0	10,913 0	15,793 0
14.	4,935 0	10,913 0	15,848 0
15.	4,990 0	10,913 0	15,903 0
16.	5,045 0	10,913 0	15,958 0
17.	5,100 0	10,913 0	16,013 0
18.	5,155 0	10,913 0	16,068 0
19.	5,210 0	10,913 0	16,123 0
20.	5,265 0	10,913 0	16,178 0
21.	5,320 0	10,913 0	16,233 0
22.	5,375 0	10,913 0	16,288 0
23.	5,430 0	10,913 0	16,343 0
24.	5,485 0	10,913 0	16,398 0
25.	5,540 0	10,913 0	16,453 0
26.	5,595 0	10,913 0	16,508 0
27.	5,650 0	10,913 0	16,563 0
28.	5,705 0	10,913 0	16,618 0
29.	5,760 0	10,913 0	16,673 0
30.	5,815 0	10,913 0	16,728 0
31.	5,870 0	10,913 0	16,783 0
32.	5,925 0	10,913 0	16,838 0
33.	5,980 0	10,913 0	16,893 0
34.	6,035 0	10,913 0	16,948 0
35.	6,090 0	10,913 0	17,003 0
36.	6,145 0	10,913 0	17,058 0
37.	6,200 0	10,913 0	17,113 0
38.	6,255 0	10,913 0	17,168 0
39.	6,310 0	10,913 0	17,223 0
40.	6,365 0	10,913 0	17,278 0
41.	6,420 0	10,913 0	17,333 0
42.	6,475 0	10,913 0	17,388 0
43.	6,530 0	10,913 0	17,443 0
44.	6,585 0	10,913 0	17,498 0
45.	6,640 0	10,913 0	17,553 0
46.	6,695 0	10,913 0	17,608 0
47.	6,750 0	10,913 0	17,663 0
48.	6,805 0	10,913 0	17,718 0
49.	6,860 0	10,913 0	17,773 0
50.	6,915 0	10,913 0	17,828 0
51.	6,970 0	10,913 0	17,883 0

SCHEDULE III

ASST. FIELD OFFICER

<i>Stage</i>	<i>Current Salary Rs.</i>	<i>Salary Revision (2500 + 8413) Rs.</i>	<i>Placement on Salary Range Rs.</i>
1.	4,500 0	10,913 0	15,413 0
2.	4,575 0	10,913 0	15,488 0
3.	4,650 0	10,913 0	15,563 0

<i>Stage</i>	<i>Current Salary Rs.</i>	<i>Salary Revision (2500 + 8413) Rs.</i>	<i>Placement on Salary Range Rs.</i>
4.	4,725 0	10,913 0	15,638 0
5.	4,800 0	10,913 0	15,713 0
6.	4,875 0	10,913 0	15,788 0
7.	4,950 0	10,913 0	15,863 0
8.	5,025 0	10,913 0	15,938 0
9.	5,100 0	10,913 0	16,013 0
10.	5,175 0	10,913 0	16,088 0
11.	5,250 0	10,913 0	16,163 0
12.	5,325 0	10,913 0	16,238 0
13.	5,400 0	10,913 0	16,313 0
14.	5,475 0	10,913 0	16,388 0
15.	5,550 0	10,913 0	16,463 0
16.	5,625 0	10,913 0	16,538 0
17.	5,700 0	10,913 0	16,613 0
18.	5,775 0	10,913 0	16,688 0
19.	5,850 0	10,913 0	16,763 0
20.	5,925 0	10,913 0	16,838 0
21.	6,000 0	10,913 0	16,913 0
22.	6,075 0	10,913 0	16,988 0
23.	6,150 0	10,913 0	17,063 0
24.	6,225 0	10,913 0	17,138 0
25.	6,300 0	10,913 0	17,213 0
26.	6,375 0	10,913 0	17,288 0
27.	6,450 0	10,913 0	17,363 0
28.	6,525 0	10,913 0	17,438 0
29.	6,600 0	10,913 0	17,513 0
30.	6,675 0	10,913 0	17,588 0
31.	6,750 0	10,913 0	17,663 0
32.	6,825 0	10,913 0	17,738 0
33.	6,900 0	10,913 0	17,813 0
34.	6,975 0	10,913 0	17,888 0
35.	7,050 0	10,913 0	17,963 0
36.	7,125 0	10,913 0	18,038 0
37.	7,200 0	10,913 0	18,113 0
38.	7,275 0	10,913 0	18,188 0
39.	7,350 0	10,913 0	18,263 0
40.	7,425 0	10,913 0	18,338 0
41.	7,500 0	10,913 0	18,413 0
42.	7,575 0	10,913 0	18,488 0
43.	7,650 0	10,913 0	18,563 0
44.	7,725 0	10,913 0	18,638 0
45.	7,800 0	10,913 0	18,713 0
46.	7,875 0	10,913 0	18,788 0
47.	7,950 0	10,913 0	18,863 0
48.	8,025 0	10,913 0	18,938 0
49.	8,100 0	10,913 0	19,013 0
50.	8,175 0	10,913 0	19,088 0
51.	8,250 0	10,913 0	19,163 0

SCHEDULE III

FIELD OFFICER

<i>Stage</i>	<i>Current Salary Rs.</i>	<i>Salary Revision (2500 + 8413) Rs.</i>	<i>Placement on Salary Range Rs.</i>
1.	5,065 0	10,913 0	15,978 0
2.	5,165 0	10,913 0	16,078 0
3.	5,265 0	10,913 0	16,178 0
4.	5,365 0	10,913 0	16,278 0
5.	5,465 0	10,913 0	16,378 0
6.	5,565 0	10,913 0	16,478 0
7.	5,665 0	10,913 0	16,578 0
8.	5,765 0	10,913 0	16,678 0
9.	5,865 0	10,913 0	16,778 0
10.	5,965 0	10,913 0	16,878 0
11.	6,065 0	10,913 0	16,978 0
12.	6,165 0	10,913 0	17,078 0
13.	6,265 0	10,913 0	17,178 0
14.	6,365 0	10,913 0	17,278 0
15.	6,465 0	10,913 0	17,378 0
16.	6,565 0	10,913 0	17,478 0
17.	6,665 0	10,913 0	17,578 0
18.	6,765 0	10,913 0	17,678 0
19.	6,865 0	10,913 0	17,778 0
20.	6,965 0	10,913 0	17,878 0
21.	7,065 0	10,913 0	17,978 0
22.	7,165 0	10,913 0	18,078 0
23.	7,265 0	10,913 0	18,178 0
24.	7,365 0	10,913 0	18,278 0
25.	7,465 0	10,913 0	18,378 0
26.	7,565 0	10,913 0	18,478 0
27.	7,665 0	10,913 0	18,578 0
28.	7,765 0	10,913 0	18,678 0
29.	7,865 0	10,913 0	18,778 0
30.	7,965 0	10,913 0	18,878 0
31.	8,065 0	10,913 0	18,978 0
32.	8,165 0	10,913 0	19,078 0
33.	8,265 0	10,913 0	19,178 0
34.	8,365 0	10,913 0	19,278 0
35.	8,465 0	10,913 0	19,378 0
36.	8,565 0	10,913 0	19,478 0
37.	8,665 0	10,913 0	19,578 0
38.	8,765 0	10,913 0	19,678 0
39.	8,865 0	10,913 0	19,778 0
40.	8,965 0	10,913 0	19,878 0
41.	9,065 0	10,913 0	19,978 0
42.	9,165 0	10,913 0	20,078 0
43.	9,265 0	10,913 0	20,178 0
44.	9,365 0	10,913 0	20,278 0
45.	9,465 0	10,913 0	20,378 0
46.	9,565 0	10,913 0	20,478 0
47.	9,665 0	10,913 0	20,578 0
48.	9,765 0	10,913 0	20,678 0
49.	9,865 0	10,913 0	20,778 0
50.	9,965 0	10,913 0	20,878 0
51.	10,065 0	10,913 0	20,978 0

SCHEDULE III

FIELD OFFICER SPECIAL GRADE

<i>Stage</i>	<i>Current Salary Rs.</i>	<i>Salary Revision (2500 + 8413) Rs.</i>	<i>Placement on Salary Range Rs.</i>
01.	7,595 0	10,913 0	18,508 0
02.	7,845 0	10,913 0	18,758 0
03.	8,095 0	10,913 0	19,008 0
04.	8,345 0	10,913 0	19,258 0
05.	8,595 0	10,913 0	19,508 0
06.	8,845 0	10,913 0	19,758 0
07.	9,095 0	10,913 0	20,008 0
08.	9,345 0	10,913 0	29,258 0
09.	9,595 0	10,913 0	20,508 0
10.	9,845 0	10,913 0	20,758 0
11.	10,095 0	10,913 0	21,008 0
12.	10,345 0	10,913 0	21,258 0
13.	10,595 0	10,913 0	21,508 0
14.	10,845 0	10,913 0	21,758 0
15.	11,095 0	10,913 0	22,008 0
16.	11,345 0	10,913 0	22,258 0
17.	11,595 0	10,913 0	22,508 0
18.	11,845 0	10,913 0	22,758 0
19.	12,095 0	10,913 0	23,008 0
20.	12,345 0	10,913 0	23,258 0
21.	12,595 0	10,913 0	23,508 0
22.	12,845 0	10,913 0	23,758 0
23.	13,095 0	10,913 0	24,008 0
24.	13,345 0	10,913 0	24,258 0
25.	13,595 0	10,913 0	24,508 0
26.	13,845 0	10,913 0	24,758 0
27.	14,095 0	10,913 0	25,008 0
28.	14,345 0	10,913 0	24,258 0
29.	14,595 0	10,913 0	25,508 0
30.	14,845 0	10,913 0	25,758 0
31.	15,095 0	10,913 0	26,008 0
32.	15,345 0	10,913 0	26,258 0
33.	15,595 0	10,913 0	26,508 0
34.	15,845 0	10,913 0	26,758 0
35.	16,095 0	10,913 0	27,008 0
36.	16,345 0	10,913 0	27,258 0
37.	16,595 0	10,913 0	27,508 0
38.	16,845 0	10,913 0	27,758 0
39.	17,095 0	10,913 0	28,008 0
40.	17,345 0	10,913 0	28,258 0
41.	17,595 0	10,913 0	28,508 0
42.	17,845 0	10,913 0	28,758 0
43.	18,095 0	10,913 0	29,008 0
44.	18,345 0	10,913 0	29,258 0
45.	18,595 0	10,913 0	29,508 0
46.	18,845 0	10,913 0	29,758 0
47.	19,095 0	10,913 0	30,008 0
48.	19,345 0	10,913 0	30,258 0
49.	19,595 0	10,913 0	30,508 0
50.	19,845 0	10,913 0	30,758 0
51.	20,095 0	10,913 0	31,008 0

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between Janatha Estates Development Board, No. 55/75, Vauxhall Lane, Colombo 02 of the one part and Ceylon Estates Staffs' Union, No. 06, Aloe Avenue, Colombo 03 of the other part on 06th April, 2009, is hereby published in terms of Section 06 of the Industrial Disputes Act, Chapter 131 of the Legislative Enactments of Ceylon (Revised Edition 1956).

W. J. L. U. WIJAYAWEERA,
Commissioner-General of Labour.

Department of Labour,
Labour Secretariat,
Colombo. 05,
2nd July, 2009.

Collective Agreement No. 10 of 2009

COLLECTIVE AGREEMENT - MAINTENANCE & SUPPORT STAFF

This Collective Agreement entered into between the Janatha Estates Development Board having its registered office at No. 55/75, Vauxhall Lane, Colombo 02 of the First Part, and the Ceylon Estates Staffs' Union of No. 6, Aloe Avenue, Colombo 3, of the Second Part, made and entered into on the Fifth day of May 2009 witnesseth as follows:-

1. **Title.** - This Agreement shall be known as the Plantations Maintenance and Support Staff Collective Agreement.
2. **Employers Covered and Bound.** - This Agreement shall bind the management of the Janatha Estates Development Board, whose name mentioned as first part for and in respect of the categories of employees hereinafter described in Clause 3 hereof.
3. **Union and Employees Covered and Bound.** - This Agreement shall cover and bind the aforesaid Trade Union, hereinafter referred to as the Union, and members of the said Union who are employed by Janatha Estates Development Board on monthly contracts of employment and in respect of whom salary ranges are prescribed in Schedule II hereto.
4. **Earlier Agreements.** - The provisions of this Agreement shall supersede and replace any earlier Agreements in respect of these categories and shall be deemed conclusive in relation to all terms and conditions. In the event of there being any dispute with regard to the existence of any other term or condition not contained herein, the same shall be resolved by reference to the Commissioner-General of Labour in terms of the Industrial Disputes Act, but the party of the Second Part shall not be entitled to take Trade Union action on the basis of the existence of any such alleged term or condition.
5. **Date of Operation and Duration.** - Subject to any provisions to the contrary, this Agreement shall be effective from the First day of October 2008, and shall thereafter continue in force unless terminated by either party giving notice of termination in terms of the Industrial Disputes Act subject to the condition that no party shall give notice to the other before 30th September, 2013.
6. **General Terms and Conditions.** -
 - (i) The terms of this Agreement shall be deemed to be included in all contracts employment of those covered by this Agreement.
 - (ii) Grading of employees covered shall be at the discretion of the Employer.
7. **Probation.** - On recruitment every employee shall serve a period of probation of not more than six months. subject to the right of the Employer to extend the probationary period for a further period of three months at his discretion for reasons of unsatisfactory performance, misconduct or other justifiable cause. Confirmation shall be by letter. However, in the event of the probationary period not being extended after the period of six months, the employee shall be deemed to be confirmed, notwithstanding there being no letter of confirmation. During the period of probation or extended probation, the Employer and shall have the right to terminate without notice or assigning reasons therefor.
8. **Attendance at work.** - Unless otherwise specifically instructed by his Employer, an employee shall present himself for work on every day other than a holiday due to him, at the usual starting time and at the usual working place and shall thereafter remain available for work throughout the normal working hours.

9. *Salaries.*-

(1) The salaries payable to the employees covered and bound by this agreement with effect from 1st October 2008 shall be as follows:

(i) With effect from 01.10.2008, the salaries of all employees in employment at the date hereof shall be increased by a sum of Rs. 2,500 Provided, however, in respect of the period October 2008 to April 2009 it is hereby agreed that the said increase will be regarded as notional arrears (without any consequential benefits such as EPF, ETF, overtime etc) and a sum of Rs. 17,500 will be paid to all employees covered and bound by this Agreement who is in employment as at the date of signing of this Agreement and who has also been in service on the 30th September 2008, on the following basis:

- (a) An initial payment of Rs. 2500 will be paid before the Wesak Festival in May 2009.
- (b) Second installment of Rs. 5000 will be paid along with July 2009 salaries.
- (c) Third installment of Rs. 5000 will be paid along with September 2009 salaries.
- (d) The balance installment of Rs. 5000 will be paid along with November 2009 salaries.

(ii) (a) The Janatha Estates Development Board need to pay a sum of Rs. 1832.44 being the difference between the frozen COLA and the COLA payable on the CCPI from May 2008 to September 2008

<i>Month</i>	<i>Cola</i>	<i>Rs.</i>	<i>Difference</i>
May 2008		8442.72	290.72
June 2008		8593.60	441.60
July 2008		8637.88	485.88
August 2008		8505.04	353.04
September 2008		8413.20	261.20
			<u>1832.44</u>

It was agreed total to pay this COLA arrears along with June 2009 salaries.

(b) In addition, a sum of Rs. 1827 also has to be paid as arrears. On the basis of the consolidation of COLA in a sum of Rs. 8413 from October 2008, the Estate staff who has been paid a sum of Rs. 8152/44 (frozen COLA) up to April 2009, has to be paid the shortfall from October 2008 to April 2009 worked out as follows.

$$\text{Rs. } 8413.00 - 8152.00 = 261 \times 7 = \text{Rs. } 1827.00$$

The above arrears will be paid along with August 2009 salaries.

- (c) Contributions to EPF, ETF and to the staff Medical fund in respect of each employee shall be made in respect of above payments (A and B)
- (iii) In addition, the cost of living allowance (COLA) in respect of the month of September 2008 of a sum of Rs. 8,413 will be consolidated into the salaries with effect from 1st October 2008. Consequent to the full consolidation of COLA into salaries parties to the Agreement do hereby agree that there shall be no payment of a monthly cost of living allowance to any employees.
- (iv) In terms of the above salary revision, the salary ranges applicable will accordingly be revised as per schedule II of this agreement.
- (v) After revision effected in terms of (i) and (iii) above the employees will be placed on the salary point on the salary range applicable to his/her grade as set out in schedule III hereof.
- (vi) With effect from 01.10.2011, salaries of each employee in employment for a period of not less than 12 completed months as at such time shall be increased by a sum of Rupees One Thousand Five Hundred (Rs. 1,500) of the monthly salary payable to each such employee as at September 2011.

10. *Hours of Work and Overtime.*- The decisions of the relevant Wages Board shall apply.

11. *Leave.*-

1. Employees presently enjoying 14 days annual leave shall continue to do so. Others will receive annual holidays in accordance with the relevant Wages Board Decisions applicable to them.

2. (i) *Sick Leave* – Leave on Full Pay shall be granted up to a maximum of 21 working days in a year. Sick leave will be granted up to two days at a time without the submission of a Medical Certificate. For leave of three days and over, a Medical Certificate from an approved Medical Practitioner or a Government Hospital shall be considered necessary, subject to the right of the Employer to call for a Medical Certificate as aforementioned, where he deems it appropriate.
 - (ii) In the event of an employee not availing himself of his full quota of sick leave, he may carry forward his leave, which he could use in the event of hospitalization or a prolonged illness in a succeeding year, subject to the condition, however, that he cannot avail himself of more than 90 days on that account.
 - (iii) In the case of an employee whose terms presently permit him a higher quantum of sick leave, he shall be permitted to continue to enjoy such concession as personal to him.
 3. *Casual Leave* – Employees, if they are presently enjoying same, shall be entitled in each year to a maximum of Seven (7) days Casual leave with full pay, not more than Three (3) days being taken at a time. Casual leave not taken in any one year will not be carried over to the next year.
 4. Employees shall be allowed Public Holidays to which they are entitled by the Decisions of the relevant Wages Board.
12. ***Gratuity.*** – Gratuity shall be payable in accordance with the Payment of Gratuity Act No. 12 of 1983.
13. ***Age of Retirement.*** –
- (i) Unless the letter of Appointment specifies a higher retiral age, the age of Retirement shall be 58 years.
 - (ii) However, an Employer may retire an Employee at the age of 55 years, subject to unsatisfactory work performance, conduct or state of health of the employee. For this purpose “unsatisfactory work performance” shall include any act of misconduct in respect of which disciplinary action has been taken.
 - (iii) An Employer who decides to retire an Employee at the age of 55 years on grounds stated at (ii) above, shall give such Employee one year’s notice, in writing, or pay one year’s salary in lieu of such notice. Where such notice is not given and the Employee concerned is found guilty of misconduct during such one year period which misconduct would have otherwise resulted in his retirement at 55 years, the Employee shall be retired on reaching 55 years notwithstanding the fact that notice has not been given or payment made in lieu.
 - (iv) Extensions beyond the age of 58 years may be granted, on application made in writing by the Employee, at least six months before reaching the age of retirement or the date of expiry of the given extension. Extensions granted shall not exceed a year at a time and shall not be available beyond the age of 60 years.
14. ***Suspension as a measure of punishment.*** –
1. Punishment for offences in the case of an employee may include suspension, provided, however, that such suspension shall not exceed fourteen days without pay and shall be in writing.
 2. Punishment in excess of three days’ suspension, without pay, shall only be after a domestic inquiry.
15. ***Suspension pending disciplinary inquiries.*** –
1. An Employee may be suspended from work without pay for a period not exceeding one month, pending a disciplinary inquiry when there is prima facie evidence, in the opinion of the Employer, of a charge or charges of misconduct against him. Such suspension shall be in writing.
 2. Suspension of an Employee on the ground referred to in Sub-clause (1) above for any period in excess of one month shall be on half pay.
 3. The provisions contained in Sub-clauses (1) and (2) above shall not apply to the suspension of an Employee pending inquiries by the Police, by other Public Authorities or Audit verifications.
16. ***Administrative Transfers.*** –
1. Transfers not involving hardship in relation to schooling of children or employment of a spouse, will, subject to the exigencies of the service and the requirements of the Employer, be made at the discretion of the Management with one month’s notice, in writing.

2. Transfers from one estate to another or from one Division to another which are likely to cause hardship on account of children's schooling or the spouse's employment shall generally be made at the end of the year with three months' notice, in writing.
3. No employee covered by this Agreement shall be transferred, except on disciplinary grounds, in the last year prior to his retirement.
4. The provisions of sub-clauses (1), (2) and (3) above shall not apply to transfers on disciplinary grounds, but the Management shall give reasonable notice, depending on the circumstances of each case.

17. *Annual Increments.*—

1. Annual increments shall be granted automatically on completion of a year's service. This increments will be awarded in accordance with the practice prevailing on each estate. Where increments are awarded on a uniform date to all employees, in the event of an employee being confirmed in service within six months of the date on which increments are awarded, he shall not be entitled to any increment and will become eligible only from the following year.
2. An increment may be suspended, stopped or deferred, by way of punishment or for general inefficiency, after the employee has been notified, in writing, of such fact. In the case of deferment, the loss of increment shall be continuous, whereas stoppage would be only for the period relevant to the stoppage.

18. *Disciplinary Inquiries.*—

1. An employee may be suspended without pay by his Employer pending an inquiry on a charge which warrants dismissal or where, in the opinion of the Employer, a breach of the peace, damage to property or disturbance of business needs to be avoided. Where an employee is suspended without pay, he shall be notified in a general manner of the reasons for such suspension within three days of the actual suspension.
2. An employee may also be suspended with pay, pending a disciplinary investigation and inquiry, where the Management deems that such measure is necessary.
3. An employee is entitled to be furnished with a 'show-cause' notice setting out the charges of misconduct alleged against him and the employee shall be granted not less than seven (7) clear working days in which to give the answer or explanation. Where necessary, the employee may request further time and the Employer shall permit a reasonable amount of time depending on the nature of the charges, but not exceeding a total of 14 working days, other than in exceptional circumstances.
4. If the Employer is satisfied with the written explanation, the employee shall be exonerated of the charge or charges and where appropriate, he shall be summoned to report back for work. Where the explanation is unsatisfactory, the Employer shall hold a disciplinary inquiry within a reasonable length of time and shall commence such inquiry within 30 working days from the date on which the explanation to the 'show-cause' letter is received, unless circumstances prevent the Employer from doing so.
5. An employee shall be permitted to have a Union member to defend him at the inquiry. Such representative shall not be a professional. If the employee wishes to have the benefit of such representation, he shall inform the Superintendent of the name of the person defending him at least 48 hours before the inquiry is due to commence. The Superintendent may object to the individual selected, in which event the accused employee may nominate another representative. The failure of an employee to be defended by a representative shall not vitiate the inquiry.
6. The Employer, shall endeavour to give the findings and convey the punishment, if any, within a period of 30 working days from the date on which the inquiry is concluded, unless there is justification for the delay. In no case shall the findings be delayed beyond 90 working days from the date of conclusion of the inquiry, save and except in the case of a pending criminal investigation. If no findings are given within 90 working days and the above exception does not apply, the accused employee shall be exonerated of the charges.
7. Notwithstanding the above provisions, an Employer may, where the circumstances so warrant, terminate an employee summarily. In such event, the letter of termination shall set out the reasons for termination, including the justification for summary termination. In such event, the Union may appeal to the Employer or to the appropriate forum.

19. *Variations of Terms and Conditions of Employment and Disputes.*—

1. Parties hereto agree that during the continuance in force of this Agreement, they will not seek to vary, alter or add to any of the terms and conditions of employment, except by mutual consent.

2. Any employee enjoying a benefit, which is over and above the normal entitlement, shall continue to enjoy the same as personal, but this benefit shall not extend to any other employee. The above provision shall not apply to the consumption of electricity, where a limit is fixed for all employees.
3. Any dispute or issue of interpretation of this Agreement shall be resolved by reference to the Commissioner-General of Labour under the Industrial Disputes Act, and if no settlement could be reached, by voluntary arbitration thereafter.
4. It is agreed by and between parties that the Unions, collectively or independently, or their members shall not resort to any form of Trade Union action on any matter covered by this Agreement or is connected therewith.

20. **Duty Leave.**–

- (1) Subject to the approval of their respective Employers, the President and one other Office-Bearer of the Parent Union will be permitted such duty leave as their Union duties require.
- (2) Where any dispute arises with regard to duty leave of the President and the nominated office-bearer of the Parent Union, as specified in Sub-clause (1) above, the Federation will attempt to effect an amicable settlement between parties.
- (3) By mutual arrangement with the Employer, the Treasurer of the Parent Union shall be allowed twelve days' duty leave in any one year.
- (4) By arrangement with their respective Employers, the Branch Chairman of the Union shall be allowed twelve days' duty leave which may be shared with the respective Branch Secretaries, on condition that the total leave availed of jointly by these two Office-Bearers shall not exceed twelve days in any one year.

PART II

1. The Janatha Estates Development Board covered and bound by this Agreement undertakes to discuss with Union to resolve any issues relevant to employees in a situation of amalgamation/sub leasing of estates/divisions.
2. **Electricity.**– Free electricity would be granted to members of staff on the following basis, irrespective of what they had been enjoying in the past

Elevation above 4,500 feet (Factory Elevation):

Senior Staff	...	140 units
Junior Staff	...	100 units
Other/Minor Staff	...	75 units

Elevation below 4,500 feet (Factory Elevation):

Senior Staff	...	170 units
Junior Staff	...	130 units
Other/Minor Staff	...	105 units

Recoveries for any excess usage will be made once six months on the accumulated figure at the rate that costs each estate.

Kerosene.– The Employer shall provide 15 litres Kerosene per mensem to those employees resident on estates/divisions without electricity.

3. **Tea Allowance.**– The Employer shall provide free tea, on the following basis, to members of estate staff (including future recruits in those categories presently entitled) irrespective of what they had been enjoying in the past.

Senior Staff	...	2 kgs
Junior Staff	...	1 ½ kgs
Other/Minor Staff	...	1 kg.

The staff members could purchase, in addition to the above free tea, the same quantities at the rate of 75% of the NSA or COP, whichever is lower.

Staff members who had been entitled to three or more kilos of tea at a concessionary rate before June 1992, would be entitled to purchase a maximum of 3 kg. at a concessionary rate of 35% of COP or NSA, whichever is lower with effect from 1st June, 2003.

4. Death Grant.-



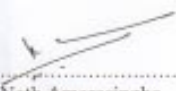

- (1) With effect from the date hereof, on the death of a staff member, the dependants will be paid a sum of Rs. 25,000 as funeral expenses.
- (2) The dependants of the deceased staff member will be paid 50% of the sum equivalent to three months' salary within one month upon the death of the employee and the balance at the time the dependents hand over the staff quarters.
- (3) If quarters are not provided to the deceased staff member, the dependants will be paid the sum equivalent to three months' salary within one month of the death of the staff member.

5. **Medical Aid Scheme.-** A staff member who is a member of the Staff Medical Aid Scheme will be paid the total balance lying to his/her credit in the Fund, inclusive of the Company's contribution to such Fund, at the time of retirement/death or termination of his/her employment from the estate.

21. Interpretation.-

Word	Meaning
Union	Means the Union referred to as the Party of the Second Part in this Agreement.
Dispute	Shall have the same meaning as in the Industrial Disputes Act.
Employer	Means a Company who has subscribed to this agreement and is referred to in Schedule I hereof
Week	Means the period between midnight on any Saturday and midnight on the succeeding Sunday night.
Year	Means a continuous period of 12 months.
Gender	A reference to the masculine gender shall include the feminine as well.

In Witness whereof the parties aforesaid have hereunto set their hand at Colombo on this sixth day of April Two Thousand and Nine.

 D. de S. Daluwatte Chairman Janatha Estates Development Board	 P. Ramasivam President Ceylon Estates Staffs' Union
Witnesses	
1  2 	 Nath Amarasinghe General Secretary Ceylon Estates Staffs' Union  D.K. Jayawardena Vice President Ceylon Estates Staffs' Union

SCHEDULE II**MAINTENANCE OF SUPPORT STAFF**

Lorry/Tractor Driver, Electrician/Mechanic, Motor Mechanic.	Rs. 14,685.00 – Rs. 24,085.00 Annual Increment 175 & 200
Black Smith/Carpenter, Driver/Mechanic Engine Driver, Welder, Car Driver etc.	Rs. 14,580.00 – Rs. 19,580.00 Annual Increment 100

SCHEDULE III

MAINTENANCE AND SUPPORT STAFF

<i>Stage</i>	<i>Current Salary Rs.</i>		<i>Salary Revision (2500 + 8413) Rs.</i>	<i>Placement on Salary Range Rs.</i>
1.	3,770.00	1. Lorry Driver	10,913.00	14,683.00
2.	3,830.00	2. Tractor Driver	10,913.00	14,743.00
3.	3,890.00	3. Electrician/Mechanic	10,913.00	14,803.00
4.	3,950.00	4. Motor/Mechanic	10,913.00	14,863.00
5.	4,010.00		10,913.00	14,923.00
6.	4,070.00		10,913.00	14,983.00
7.	4,130.00		10,913.00	15,043.00
8.	4,190.00		10,913.00	15,103.00
9.	5,250.00		10,913.00	15,163.00
10.	4,310.00		10,913.00	15,223.00
11.	4,370.00		10,913.00	15,283.00
12.	4,430.00		10,913.00	15,343.00
13.	4,490.00		10,913.00	15,403.00
14.	4,550.00		10,913.00	15,463.00
15.	4,610.00		10,913.00	15,523.00
16.	4,670.00		10,913.00	15,583.00
17.	4,730.00		10,913.00	15,643.00
18.	4,790.00		10,913.00	15,703.00
19.	4,850.00		10,913.00	15,763.00
20.	4,910.00		10,913.00	15,823.00
21.	4,970.00		10,913.00	15,883.00
22.	5,030.00		10,913.00	15,943.00
23.	5,090.00		10,913.00	16,003.00
24.	5,150.00		10,913.00	16,063.00
25.	5,210.00		10,913.00	16,123.00
26.	5,270.00		10,913.00	16,183.00
27.	5,345.00		10,913.00	16,258.00
28.	5,420.00		10,913.00	16,333.00
29.	5,495.00		10,913.00	16,408.00
30.	5,570.00		10,913.00	16,483.00
31.	5,645.00		10,913.00	16,558.00
32.	5,720.00		10,913.00	16,633.00
33.	5,795.00		10,913.00	16,708.00
34.	5,870.00		10,913.00	16,783.00
35.	5,945.00		10,913.00	16,858.00
36.	6,020.00		10,913.00	16,933.00
37.	6,095.00		10,913.00	17,008.00
38.	6,170.00		10,913.00	17,083.00
39.	6,245.00		10,913.00	17,158.00
40.	6,320.00		10,913.00	17,233.00
41.	6,395.00		10,913.00	17,308.00
42.	6,470.00		10,913.00	17,383.00
43.	6,545.00		10,913.00	17,458.00
44.	6,620.00		10,913.00	17,533.00
45.	6,695.00		10,913.00	17,608.00
46.	6,770.00		10,913.00	17,683.00
47.	6,845.00		10,913.00	17,758.00
48.	6,920.00		10,913.00	17,833.00
49.	6,995.00		10,913.00	17,908.00
50.	7,070.00		10,913.00	17,983.00
51.	7,145.00		10,913.00	18,058.00

SCHEDULE III

MAINTENANCE AND SUPPORT STAFF

<i>Stage</i>	<i>Current Salary Rs.</i>		<i>Salary Revision (2500 + 8413) Rs.</i>	<i>Placement on Salary Range Rs.</i>
1.	3,660.00	1. Blacksmith/Carpenter	10,913.00	14,573.00
2.	3,705.00	2. Driver/Mechanic	10,913.00	14,618.00
3.	3,750.00	3. Workshop Mechanic	10,913.00	14,663.00
4.	3,795.00	4. Assistant Mechanic	10,913.00	14,708.00
5.	3,840.00	5. Engine Driver	10,913.00	14,753.00
6.	3,885.00	6. Greaser	10,913.00	14,798.00
7.	3,930.00	7. Car Driver	10,913.00	14,843.00
8.	3,975.00	8. Watcher	10,913.00	14,888.00
9.	4,020.00	9. Power House Operator	10,913.00	14,933.00
10.	4,065.00	10. Boiler Operators	10,913.00	14,978.00
11.	4,110.00	11. Lathe Operators	10,913.00	15,023.00
12.	4,155.00	Persons as may be	10,913.00	15,068.00
13.	4,200.00	employee on plantations	10,913.00	15,113.00
14.	4,245.00		10,913.00	15,158.00
15.	4,290.00		10,913.00	15,203.00
16.	4,335.00		10,913.00	15,248.00
17.	4,380.00		10,913.00	15,293.00
18.	4,425.00		10,913.00	15,338.00
19.	4,470.00		10,913.00	15,383.00
20.	4,515.00		10,913.00	15,428.00
21.	4,560.00		10,913.00	15,473.00
22.	4,605.00		10,913.00	15,518.00
23.	4,650.00		10,913.00	15,563.00
24.	4,695.00		10,913.00	15,608.00
25.	4,740.00		10,913.00	15,653.00
26.	4,785.00		10,913.00	15,698.00
27.	4,830.00		10,913.00	15,743.00
28.	4,875.00		10,913.00	15,788.00
29.	4,920.00		10,913.00	15,833.00
30.	4,965.00		10,913.00	15,878.00
31.	5,010.00		10,913.00	15,923.00
32.	5,055.00		10,913.00	15,968.00
33.	5,100.00		10,913.00	16,013.00
34.	5,145.00		10,913.00	16,058.00
35.	5,190.00		10,913.00	16,103.00
36.	5,235.00		10,913.00	16,148.00
37.	5,280.00		10,913.00	16,193.00
38.	5,325.00		10,913.00	16,238.00
39.	5,370.00		10,913.00	16,283.00
40.	5,415.00		10,913.00	16,328.00
41.	5,460.00		10,913.00	16,373.00
42.	5,505.00		10,913.00	16,418.00
43.	5,550.00		10,913.00	16,463.00
44.	5,595.00		10,913.00	16,508.00
45.	5,640.00		10,913.00	16,553.00
46.	5,685.00		10,913.00	16,598.00
47.	5,730.00		10,913.00	16,643.00
48.	5,775.00		10,913.00	16,688.00
49.	5,820.00		10,913.00	16,733.00
50.	5,865.00		10,913.00	16,778.00
51.	5,910.00		10,913.00	16,823.00

My No: CA/Plantation/10/2009.

THE INDUSTRIAL DISPUTES ACT, CHAPTER 131

THE Collective Agreement entered into between Janatha Estates Development Board, No. 55/75, Vauxhall Lane, Colombo 02 of the one part and Ceylon Estates Staffs' Union, No. 06, Aloe Avenue, Colombo 03 of the other part on 06th April 2009, is hereby published in terms of Section 06 of the Industrial Disputes Act, Chapter 131, of the Legislative Enactments of Ceylon (Revised Edition 1956)

W. J. L. U. WIJAYAWEERA,
Commissioner General of Labour.

Department of Labour,
Labour Secretariat,
Colombo 05.
2nd July, 2009.

Collective Agreement No. 11 of 2009

COLLECTIVE AGREEMENT - MEDICAL STAFF

This Collective Agreement entered into between the Janatha Estates Development Board having its registered office at No. 55/75, Vauxhall Lane, Colombo 2 of the First Part, and the Ceylon Estates Staffs' Union of No. 6, Aloe Avenue, Colombo 3, of the Second Part, made and entered into on the Fifth day of May 2009 witnesseth as follows:-

1. **Title.**— This Agreement shall be known as the Plantations Medical Staff Collective Agreement.
2. **Employers covered and Bound.**— This Agreement shall bind the management of the Janatha Estates Development Board, whose name mentioned as first part for and in respect of the categories of employees hereinafter described in Clause 3 hereof.
3. **Union and Employees Covered and Bound.**— This Agreement shall cover and bind the aforesaid Trade Union, hereinafter referred to as the Union, and members of the said Union who are employed by Janatha Estates Development Board on monthly contracts of employment and in respect of whom salary ranges are prescribed in Schedule II hereto.
4. **Earlier Agreements.**— The provisions of this Agreement shall supersede and replace any earlier Agreements in respect of these categories and shall be deemed conclusive in relation to all terms and conditions. In the event of there being any dispute with regard to the existence of any other term or condition not contained herein, the same shall be resolved by reference to the Commissioner General of Labour in terms of the Industrial Disputes Act, but the party of the Second Part shall not be entitled to take trade union action on the basis of the existence of any such alleged term or condition.
5. **Date of Operation and Duration.**— Subject to any provisions to the contrary, this Agreement shall be effective from the First day of October, 2008 and shall thereafter continue in force unless terminated by either party giving notice of termination in terms of the Industrial Disputes Act, subject to the condition that no party shall give notice to the other before 30th September 2013.
6. **General terms and conditions.**—
 - (a) The terms of this Agreement shall be deemed to be included in all contracts of employment of those covered by this Agreement.
 - (i) Grading of employees covered shall be at the discretion of the Employer.
 - (ii) The following rules of grading shall apply to the specified grades:
 - (a) A pharmacist shall be a person who has successfully obtained an acceptable qualification.
 - (b) A midwife (Grade 1) shall be a person with qualifications and training.
 - (b) All Registered Practitioners (RMPs), Estate Medical Assistants (EMAs) and Assistant Medical Practitioners (AMPs) with over 20 years experience shall be placed on the Medical Practitioners Grade.
 - (c) All Estate Medical Assistants (EMAs) and all Assistant Medical Practitioners (AMPs) with less than 20 years service shall be placed in the Estate Medical Practitioners Grade.
7. **Probation.**— On recruitment every employee shall serve a period of probation of not more than six months, subject to the right of the Employer to extend the probationary period for a further period of three months at his discretion for reasons of unsatisfactory performance,

misconduct or other justifiable cause. Confirmation shall be by letter. However, in the event of the probationary period not being extended after the period of 6 months, an employee shall be deemed to be confirmed notwithstanding there being no letter of confirmation. During the period of probation or extended probation the Employer shall have the right to terminate without notice or assigning reasons therefor.

8. **First Appointment.** - No person will be recruited to a grade covered by this Agreement unless he has successfully completed the G.C.E. (Ordinary Level) Examination with English and Arithmetic/Mathematics. This will not apply to those who have experience in the trade.

9. **Attendance at work.** - Unless otherwise specifically instructed by his Employer, an employee shall present himself for work on every day other than a holiday due to him, at the usual starting time and at the usual working place and shall thereafter remain available for work throughout the normal working hours.

10. **Promotions.** -

- (i) Wherever vacancies exist, all other factors being comparable, seniority shall be given preference. The Employers shall advertise internally vacancies where employees covered by this Agreement may have appropriate skills and qualifications to make them eligible.
- (ii) Where an employee acts in a senior capacity over a period of 6 months and if he is confirmed in the senior capacity he will not be required to serve a period of probation.
- (iii) Where an employee is required to act in a senior capacity for a period of more than one month, it should be communicated to him in writing and he shall be paid an Acting allowance of 50% of the difference between his salary and that which was last paid to the holder of such senior position subject to a maximum of Rupees One Thousand Five Hundred (Rs. 1500) per mensem.
- (iv) Where the acting period, other than in over looking positions, continue for 6 months the employer shall prior to the expiry of 6 months inform the employee in writing whether he is confirmed in the post or reverted to his substantive post.

11. **Salaries.** -

1. The salaries payable to the employees covered and bound by this agreement with effect from 1st October 2008 shall be as follows:

- (i) With effect from 01.10.2008, the salaries of all employees in employment at the date hereof shall be increased by a sum of Rs. 2,500 Provided, however, in respect of the period October 2008 to April 2009 it is hereby agreed that the said increase will be regarded as notional arrears (without any consequential benefits such as EPF, ETF, overtime etc.) and a sum of Rs. 17,500 will be paid to all employees covered and bound by this Agreement who is in employment as at the date of signing of this Agreement and who has also been in service on the 30th September 2008, on the following basis.
 - (a) An initial payment of Rs. 2,500 will be paid before the Wesak Festival in May 2009.
 - (b) Second installment of Rs. 5,000 will be paid along with July 2009 salaries.
 - (c) Third installment of Rs. 5,000 will be paid along with September 2009 salaries.
 - (d) The balance installment of Rs. 5,000 will be paid along with November 2009 salaries.
- (ii) (a) The Janatha Estates Development Board need to pay a sum of Rs. 1832.44 being the difference between the frozen COLA and the COLA payable on the CCPI from May 2008 to September 2008.

Month	Cola	Rs.	Difference
May 2008		8442.72	290.72
June 2008		8593.60	441.60
July 2008		8637.88	485.88
August 2008		8505.04	353.04
September 2008		8413.20	261.20
Total			1832.44

It was agreed to pay this COLA arrears along with June 2009 salaries.

- (b) In addition, a sum of Rs. 1,827/- also has to be paid as arrears. On the basis of the consolidation of COLA in a sum of Rs. 8413/- from October 2008, the Estate staff who has been paid a sum of Rs. 8152.44 (frozen COLA) up to April 2009, has to be paid the shortfall from October 2008 to April 2009 worked out as follows.

$$\text{Rs. } 8413.00 - 8152.00 = 261 \times 7 = \text{Rs. } 1827.00$$

The above arrears will be paid along with August 2009 salaries.

- (c) Contributions to EPF, ETF and to the staff Medical fund in respect of each employee shall be made in respect of above payments (A & B)
- (iii) In addition, the cost of living allowance (COLA) in respect of the month of September 2008 of a sum of Rs. 8,413/- will be consolidated into the salaries with effect from 1st October 2008. Consequent to the full consolidation of COLA into salaries parties to the Agreement do hereby agree that there shall be no payment of a monthly cost of living allowance to any employees.
- (iv) In terms of the above salary revision, the salary ranges applicable will accordingly be revised as per schedule II of this agreement.
- (v) After revision effected in terms of (i) and (iii) above the employees will be placed on the salary point on the salary range applicable to his / her grade as set out in schedule III hereof.
- (vi) With effect from 01.10.2011, salaries of each employee in employment for a period of not less than 12 completed months as at such time shall be increased by a sum of Rupees One Thousand Five Hundred (Rs. 1,500/-) of the monthly salary payable to each such employee as at September 2011.
- (vii) In the case of Welfare Officers / Storekeepers who are presently entitled to an allowance on account of work as a Welfare Officer/Storekeeper, as the case may be, such employee shall continue to receive his / her allowances at the rate of 10% of the salary drawn by him / her. The allowances shall not be payable if the additional duties are not performed or not deemed necessary. Contributions to EPF and ETF shall be made in respect of this allowance.
2. (a) With effect from the date hereof, employees who are entitled to a payment in lieu of staff quarters being provided to them shall receive the following allowances, depending on the grade to which they belong.
- | | | |
|---|---|-------------|
| Creche Attendant, Orderly and Ward Attendant | - | Rs. 1,020/- |
| Midwife (Grade II), Welfare Officer, Apprentice | - | Rs. 1,080/- |
| Pharmacist, Midwife (Grade I) | | |
| Pharmacist / Junior Estate Medical Assistant | - | Rs. 1,260/- |
| Estate Medical Practitioner | - | Rs. 1,380/- |
| Medical Practitioner | - | Rs. 1,440/- |
- (b) In the event of any person not occupying quarters provided by the Employer, such person shall be liable to disciplinary action.

12. **Off Days.**— A medical staff member shall be allowed one off day each week on which he will not be called upon to undertake routine duties. He will, however, be required to deal with all urgent cases, which may arise.

13. **Calls at Night or on Off Days.**—

- (i) With effect from the date hereof, an allowance of Rs. 75/- shall be paid to members of the medical staff for calls in the Lines between 6.00 p.m. and 6.00 a.m. and Rs. 50/- in respect of calls to the hospital, dispensary and maternity ward between 6 p.m. and 6 a.m. In the case of a night call between 6 p.m. and 6 a.m. to the Hospital, Dispensary or Maternity Ward, dealing with childbirth, the allowance payable shall be Rs. 200/-.
- (ii) A call which has to be attended to in the Lines on a prescribed off day shall be treated as a night call and paid for at Rs. 100/- per call.
- (iii) “Calls” shall mean physical visits.
- (iv) An Estate Medical Practitioner or Estate Medical Assistant overlooking work on another estate shall be paid an allowance of Rs. 300/- in respect of each visit he is required to make to such other estate.
- (v) Midwives shall be paid a uniform allowance of Rs. 1,500/- per year.

14. **Holidays.**— Employees will be entitled to paid holidays on

February 4th	—	Independence Day
April 13th or 14th	—	Sinhala/Tamil New Year
May 1st	—	May Day

15. Leave.-

1. Employees shall be entitled to a maximum of 14 days Annual Leave. In the first year the leave entitlement shall be on a proportionate basis. All Employees with more than 20 years service and Heads of Departments shall be entitled to three weeks paid Annual Leave as a special benefit: this right shall not extend to any employee recruited after 1st September, 1993.
2. (i) *Sick Leave* - Leave on Full Pay shall be granted up to a maximum of 21 working days in a year. Sick leave will be granted up to two days at a time without the submission of a Medical Certificate. For leave of three days and over, a Medical Certificate from an approved Medical Practitioner or a Government Hospital shall be considered necessary, subject to the right of the Employer to call for a Medical Certificate as aforementioned, where he deems it appropriate.
- (ii) In the event of an Employee not availing himself of his full quota of sick leave, he may carry forward his leave, which he could use in the event of hospitalization or a prolonged illness in a succeeding year, subject to the condition, however, that he cannot avail himself of more than 90 days on that account.
- (iii) In the case of an employee whose terms presently permit him a higher quantum of sick leave, he shall be permitted to continue to enjoy such concession as personal to him.
- (iv) *Casual Leave* - All Employees shall be entitled in each year to a maximum of Seven (7) days Casual leave with full pay, not more than Three (3) days being taken at a time. Casual leave not taken in any one year will not be carried over to the next year.
- (v) Five (5) days leave on full pay shall be allowed each year to each employee on account of religious festivals in accordance with the religious persuasions of such employee. Such leave may not, however, be taken in continuation with Casual Leave.

16. Gratuity.- Gratuity shall be payable in accordance with the Payment of Gratuity Act, No. 12 of 1983.**17. Age of Retirement.-**

- (i) Unless the letter of appointment specifies a higher retirement age, the age of retirement shall be 58 years.
- (ii) However, an Employer may retire an Employee at the age of 55 years, subject to unsatisfactory work performance, conduct or state of health of the employee. For this purpose "unsatisfactory work performance" shall include any act of misconduct in respect of which disciplinary action has been taken.
- (iii) An Employer who decides to retire an Employee at the age of 55 years on grounds stated at (ii) above shall give such employee one year's notice in writing or pay one year's salary in lieu of such notice. Where such notice is not given and the Employee concerned is found guilty of misconduct during such one year period which misconduct would have otherwise resulted in his retirement at 55 years, the employee shall be retired on reaching 55 years notwithstanding the fact that notice has not been given or payment made in lieu.
- (iv) Extensions beyond the age of 58 years may be granted on application made in writing by the employee at least 6 months before reaching the age of retirement or the date of expiry of the given extension. Extensions granted shall not exceed a year at a time and shall not be available beyond the age of 60 years.

18. Suspension as a measure of punishment.-

- (i) Punishment for offences in the case of an Employee may include suspension, provided however that such suspension shall not exceed fourteen days without pay and shall be in writing.
- (ii) Punishment in excess of three days suspension without pay shall only be after a domestic inquiry.

19. Suspension pending disciplinary inquiries.-

- (1) An Employee may be suspended from work without pay for a period not exceeding one month pending a disciplinary inquiry when there is prima facie evidence, in the opinion of the Employer, of a charge or charges of misconduct against him. Such suspension shall be in writing.
- (2) Suspension of an Employee on the ground referred to in Sub-clause (1) above for any period in excess of one month shall be on half pay.
- (3) The provisions contained in Sub-clauses (1) and (2) above shall not apply to the suspension of an Employee pending inquiries by the Police, by other Public Authorities or Audit Verifications.

20. Administrative Transfers.–

1. Transfers not involving hardship in relation to schooling of children or employment of a spouse, will subject to the exigencies of the service and the requirements of the Employer, be made at the discretion of the Management with one month's notice in writing.
2. Transfers from one estate to another or from one division to another which are likely to cause hardship on account of children's schooling or the spouse's employment shall generally be made at the end of the year with three months' notice in writing.
3. No employee covered by this Agreement shall be transferred, except on disciplinary grounds, in the last year prior to his retirement.
4. The provisions of sub-clauses (1), (2) and (3) above shall not apply to transfers on disciplinary grounds, but the Management shall give reasonable notice, depending on the circumstances of each case.

21. Annual Increments.–

1. Annual increments shall be granted automatically on completion of a year's service. The increments will be awarded in accordance with the practice prevailing on each estate. Where increments are awarded on a uniform date to all employees, in the event of an employee being confirmed in service within six months of the date on which increments are awarded, he shall not be entitled to any increment and will become eligible only from the following year.
2. An increment may be suspended, stopped or deferred, by way of punishment or for general inefficiency, after the employee has been notified in writing of such fact. In the case of deferment, the loss of increment shall be continuous, whereas stoppage would be only for the period relevant to the stoppage.

22. Disciplinary Inquiries.–

1. An employee may be suspended without pay by his Employer pending an inquiry on a charge which warrants dismissal or where, in the opinion of the Employer, a breach of the peace, damage to property or disturbance of business needs to be avoided. Where an employee is suspended without pay he shall be notified in a general manner of the reasons for such suspension within 3 days of the actual suspension.
2. An employee may also be suspended with pay pending a disciplinary investigation and inquiry, where the Management deems that such measure is necessary.
3. An employee is entitled to be furnished with a 'show cause' notice setting out the charges of misconduct alleged against him and the employee shall be granted not less than seven (7) clear working days in which to give the answer or explanation. Where necessary the employee may request further time and the Employer shall permit a reasonable amount of time depending on the nature of the charges, but not exceeding a total of 14 working days, other than in exceptional circumstances.
4. If the employer is satisfied with the written explanation, the employee shall be exonerated of the charge or charges and where appropriate he shall be summoned to report back for work. Where the explanation is unsatisfactory, the employer shall hold a disciplinary inquiry within a reasonable length of time and shall commence such inquiry within 30 working days from the date on which the explanation to the 'show cause' letter is received, unless circumstances prevent the employer.
5. An employee shall be permitted to have a Union member to defend him at the inquiry. Such representative shall not be a professional. If the employee wishes to have the benefit of such representation he shall inform the Superintendent of the name of the person defending him at least 48 hours before the inquiry is due to commence. The Superintendent may object to the individual selected, in which event the accused employee may nominate another representative. The failure of an employee to be defended by a representative shall not vitiate the inquiry.
6. The Employer shall endeavour to give the findings and convey the punishment, if any, within a period of 30 working days from the date on which the inquiry is concluded, unless there is justification for the delay. In no case shall the findings be delayed beyond 90 working days from the date of conclusion of the inquiry, save and except in the case of a pending criminal investigation. If no findings are given within 90 working days and the above exception does not apply, the accused employee shall be exonerated of the charges.
7. Notwithstanding the above provisions, an employer may, where the circumstances so warrant, terminate an employee summarily. In such event the letter of termination shall set out the reasons for termination, including the justification for summary termination. In such event, the Union may appeal to the employer or to the appropriate forum.

23. Variations of terms and conditions of employment and disputes.-

1. Parties hereto agree that during the continuance in force of this Agreement, they will not seek to vary, alter or add to any of the terms and conditions of employment, except by mutual consent.
2. Any employee enjoying a benefit, which is over and above the normal entitlement, shall continue to enjoy the same as personal, but this benefit shall not extend to any other employee. The above provision shall not apply to the consumption of electricity, where a limit is fixed for all employees.
3. Any dispute or issue of interpretation of this Agreement shall be resolved by reference to the Commissioner General of Labour under the Industrial Disputes Act, and if no settlement could be reached, by voluntary arbitration thereafter.
4. It is agreed by and between parties that the Unions, collectively or independently, or their members, shall not resort to any form of trade Union action on any matter covered by this Agreement or is connected therewith.

24. Duty Leave.-

1. Subject to the approval of their respective Employers, the President and one other office bearer of the Parent Union will be permitted such duty leave as their Union duties require.
2. Where any disputes arises with regard to duty leave of the President and the nominated office bearer of the Parent Union, as specified in sub clause (I) above, the Federation will attempt to effect an amicable settlement between parties.
3. By mutual arrangement with the Employer, the Treasurer of the Parent Union shall be allowed twelve days duty leave in any one year.
4. By arrangement with their respective Employers, Branch Chairman of the Union shall be allowed twelve days duty leave which may be shared with the respective Branch Secretaries, on condition that the total leave availed of jointly by these two office bearers shall not exceed twelve days in any one year.

PART II

1. The Janatha Estates Development Board covered and bound by this Agreement undertakes to discuss with Union to resolve any issues relevant to employees in a situation of amalgamation/sub leasing of estates/divisions.
2. **Electricity.**- Free electricity would be granted to members of staff on the following basis, irrespective of what they had been enjoying in the past.

Elevation above 4,500 feet (Factory Elevation)

Senior staff	-	140 units
Junior staff	-	100 units
Other/Minor staff	-	75 units

Elevation above 4,500 feet (Factory Elevation)

Senior staff	-	170 units
Junior staff	-	130 units
Other/Minor staff	-	105 units

Recoveries for any excess usage will be made once in 6 months on the accumulated figure at the rate that costs each estate.

Kerosene - Employer shall provide 15 litres kerosene per mensem to those employees resident on estates/divisions without electricity.

3. **Tea Allowance.**- The employer shall provide free tea, on the following basis, to members of estate staff (including future recruits in those categories presently entitled) irrespective of what they had been enjoying in the past.

Senior staff	-	2 kgs
Junior staff	-	1 1/2 kgs
Other/Minor staff	-	1 kg

The staff members could purchase in addition to the above free tea, the same quantities at the rate of 75% of the NSA or COP whichever is lower.

Staff members who had been entitled to three or more kilos of tea at a concessionary rate before June 1992 would be entitled to purchase a maximum of 3 kgs at a concessionary rate of 35% of COP or NSA whichever is lower with effect from 1st June 2003.

4. **Death Grant.**—


1. With effect from the date hereof, on the death of a staff member, the dependants will be paid a sum of Rs. 25,000 as funeral expenses.
2. The dependants of the deceased staff member will be paid a 50% of the sum equivalent to 3 months salary within one month upon the death of the employee and the balance at the time the dependants hand over the staff quarters.
3. If quarters are not provided to the deceased staff member, the dependants will be paid the sum equivalent to 3 months' salary within one month of the death of the staff member.

5. **Medical Aid Scheme.**— A staff member who is a member of the staff medical aid scheme will be paid the total balance lying to his/her credit in the fund inclusive of the Company's contribution to such fund, at the time of retirement/death or termination of his/her employment from the estate.

25. **Interpretation.**—

Word	Meaning
Union	Means the Union referred to as the Party of the Second Part in this Agreement.
Dispute	Shall have the same meaning as in the Industrial Disputes Act.
Employer	Means a Company who has subscribed to this agreement and is referred to in Schedule I hereof
Week	Means the period between midnight on any Saturday and midnight on the succeeding Sunday night.
Year	Means a continuous period of 12 months.
Gender	A reference to the masculine gender shall include the feminine as well.

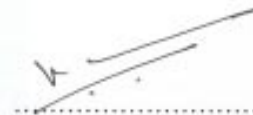
In Witness whereof the parties aforesaid have hereunto set their hand at Colombo on this sixth day of April Two Thousand and Nine


D. de S. Daluwatte
Chairman
Janatha Estates Development Board

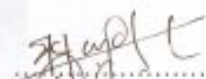

P. Ramasivam
President
Ceylon Estates Staffs' Union

Witnesses

1 


Nath Amarasinghe
General Secretary
Ceylon Estates Staffs' Union

2 


D.K. Jayawardena
Vice President
Ceylon Estates Staffs' Union

SCHEDULE II

MEDICAL STAFF - SALARY RANGES

Creche Attendant, Orderly, Ward Attendant	Rs. 14,575.00 - Rs. 22,075.00 Annual Increment 150
Apprentice Pharmacist, Midwife Grade 1 and 2, Welfare Officer	Rs. 14,965.00 - Rs. 24,965.00 Annual Increment 200
Pharmacist/Junior Estate Medical Assistant	Rs. 15,755.00 - Rs. 28,255.00 Annual Increment 250
Estate Medical Practitioner	Rs. 16,540.00 - Rs. 41,540.00 Annual Increment 500
Medical Practitioner	Rs 19,915.00 - Rs. 57,415.00 Annual Increment 750

SCHEDULE III

CRECHE ATTENDANT/ORDERLY/WARD ATTENDANT

<i>Stage</i>	<i>Current Salary Rs.</i>	<i>Salary Revision (2500 + 8413) Rs.</i>	<i>Placement on Salary Range Rs.</i>
1.	3,660 0	10,913 0	14,573 0
2.	3,715 0	10,913 0	14,628 0
3.	3,770 0	10,913 0	14,683 0
4.	3,825 0	10,913 0	14,738 0
5.	3,880 0	10,913 0	14,793 0
6.	3,935 0	10,913 0	14,848 0
7.	3,990 0	10,913 0	14,903 0
8.	4,045 0	10,913 0	14,958 0
9.	4,100 0	10,913 0	15,013 0
10.	4,155 0	10,913 0	15,068 0
11.	4,210 0	10,913 0	15,123 0
12.	4,265 0	10,913 0	15,178 0
13.	4,320 0	10,913 0	15,233 0
14.	4,375 0	10,913 0	15,288 0
15.	4,430 0	10,913 0	15,343 0
16.	4,485 0	10,913 0	15,398 0
17.	4,540 0	10,913 0	15,453 0
18.	4,595 0	10,913 0	15,508 0
19.	4,650 0	10,913 0	15,563 0
20.	4,705 0	10,913 0	15,618 0
21.	4,760 0	10,913 0	15,673 0
22.	4,815 0	10,913 0	15,728 0
23.	4,870 0	10,913 0	15,783 0
24.	4,925 0	10,913 0	15,838 0
25.	4,980 0	10,913 0	15,893 0
26.	5,035 0	10,913 0	15,948 0
27.	5,090 0	10,913 0	16,003 0
28.	5,145 0	10,913 0	16,058 0
29.	5,200 0	10,913 0	16,113 0
30.	5,255 0	10,913 0	16,168 0
31.	5,310 0	10,913 0	16,223 0
32.	5,365 0	10,913 0	16,278 0
33.	5,420 0	10,913 0	16,333 0

<i>Stage</i>	<i>Current Salary Rs.</i>	<i>Salary Revision (2500 + 8413) Rs.</i>	<i>Placement on Salary Range Rs.</i>
34.	5,475 0	10,913 0	16,388 0
35.	5,530 0	10,913 0	16,443 0
36.	5,585 0	10,913 0	16,498 0
37.	5,640 0	10,913 0	16,553 0
38.	5,695 0	10,913 0	16,608 0
39.	5,750 0	10,913 0	16,663 0
40.	5,805 0	10,913 0	16,718 0
41.	5,860 0	10,913 0	16,773 0
42.	5,915 0	10,913 0	16,828 0
43.	5,970 0	10,913 0	16,883 0
44.	6,025 0	10,913 0	16,938 0
45.	6,080 0	10,913 0	16,993 0
46.	6,135 0	10,913 0	17,048 0
47.	6,190 0	10,913 0	17,103 0
48.	6,245 0	10,913 0	17,158 0
49.	6,300 0	10,913 0	17,213 0
50.	6,355 0	10,913 0	17,268 0
51.	6,410 0	10,913 0	17,323 0
52.	6,465 0	10,913 0	17,378 0
53.	6,520 0	10,913 0	17,433 0
54.	6,575 0	10,913 0	17,488 0

SCHEDULE III

APPRENTICE PHARMACIST / MIDWIFE GRADE I / MIDWIFE GRADE II / WELFARE OFFICER

<i>Stage</i>	<i>Current Salary Rs.</i>	<i>Salary Revision (2500 + 8413) Rs.</i>	<i>Placement on Salary Range Rs.</i>
1.	4,050 0	10,913 0	14,963 0
2.	4,125 0	10,913 0	15,038 0
3.	4,200 0	10,913 0	15,113 0
4.	4,275 0	10,913 0	15,188 0
5.	4,350 0	10,913 0	15,263 0
6.	4,425 0	10,913 0	15,338 0
7.	4,500 0	10,913 0	15,413 0
8.	4,575 0	10,913 0	15,488 0
9.	4,650 0	10,913 0	15,563 0
10.	4,725 0	10,913 0	15,638 0
11.	4,800 0	10,913 0	15,713 0
12.	4,875 0	10,913 0	15,788 0
13.	4,950 0	10,913 0	15,863 0
14.	5,025 0	10,913 0	15,938 0
15.	5,100 0	10,913 0	16,013 0
16.	5,175 0	10,913 0	16,088 0
17.	5,250 0	10,913 0	16,163 0
18.	5,325 0	10,913 0	16,238 0
19.	5,400 0	10,913 0	16,313 0
20.	5,475 0	10,913 0	16,388 0
21.	5,550 0	10,913 0	16,463 0
22.	5,625 0	10,913 0	16,538 0
23.	5,700 0	10,913 0	16,613 0
24.	5,775 0	10,913 0	16,688 0
25.	5,850 0	10,913 0	16,763 0
26.	5,925 0	10,913 0	16,838 0

<i>Stage</i>	<i>Current Salary Rs.</i>	<i>Salary Revision (2500 + 8413) Rs.</i>	<i>Placement on Salary Range Rs.</i>
27.	6,000 0	10,913 0	16,913 0
28.	6,075 0	10,913 0	16,988 0
29.	6,150 0	10,913 0	17,063 0
30.	6,225 0	10,913 0	17,138 0
31.	6,300 0	10,913 0	17,213 0
32.	6,375 0	10,913 0	17,288 0
33.	6,450 0	10,913 0	17,363 0
34.	6,525 0	10,913 0	17,438 0
35.	6,600 0	10,913 0	17,513 0
36.	6,675 0	10,913 0	17,588 0
37.	6,750 0	10,913 0	17,663 0
38.	6,825 0	10,913 0	17,738 0
39.	6,900 0	10,913 0	17,813 0
40.	6,975 0	10,913 0	17,888 0
41.	7,050 0	10,913 0	17,963 0
42.	7,125 0	10,913 0	18,038 0
43.	7,200 0	10,913 0	18,113 0
44.	7,275 0	10,913 0	18,188 0
45.	7,350 0	10,913 0	18,263 0
46.	7,425 0	10,913 0	18,338 0
47.	7,500 0	10,913 0	18,413 0
48.	7,575 0	10,913 0	18,488 0
49.	7,650 0	10,913 0	18,563 0
50.	7,725 0	10,913 0	18,638 0
51.	7,800 0	10,913 0	18,713 0
52.	7,875 0	10,913 0	18,788 0
53.	7,950 0	10,913 0	18,863 0
54.	8,025 0	10,913 0	18,938 0

SCHEDULE III

PHARMACIST / JUNIOR ESTATE / MEDICAL ASSISTANT

<i>Stage</i>	<i>Current Salary Rs.</i>	<i>Salary Revision (2500 + 8413) Rs.</i>	<i>Placement on Salary Range Rs.</i>
1.	4,840 0	10,913 0	15,753 0
2.	4,940 0	10,913 0	15,853 0
3.	5,040 0	10,913 0	15,953 0
4.	5,140 0	10,913 0	16,053 0
5.	5,240 0	10,913 0	16,153 0
6.	5,340 0	10,913 0	16,253 0
7.	5,440 0	10,913 0	16,353 0
8.	5,540 0	10,913 0	16,453 0
9.	5,640 0	10,913 0	16,553 0
10.	5,740 0	10,913 0	16,653 0
11.	5,840 0	10,913 0	16,753 0
12.	5,940 0	10,913 0	16,853 0
13.	6,040 0	10,913 0	16,953 0
14.	6,140 0	10,913 0	17,053 0
15.	6,240 0	10,913 0	17,153 0
16.	6,340 0	10,913 0	17,253 0
17.	6,440 0	10,913 0	17,353 0
18.	6,540 0	10,913 0	17,453 0
19.	6,640 0	10,913 0	17,553 0

<i>Stage</i>	<i>Current Salary Rs.</i>	<i>Salary Revision (2500 + 8413) Rs.</i>	<i>Placement on Salary Range Rs.</i>
20.	6,740 0	10,913 0	17,653 0
21.	6,840 0	10,913 0	17,753 0
22.	6,940 0	10,913 0	17,853 0
23.	7,040 0	10,913 0	17,953 0
24.	7,140 0	10,913 0	18,053 0
25.	7,240 0	10,913 0	18,153 0
26.	7,340 0	10,913 0	18,253 0
27.	7,440 0	10,913 0	18,353 0
28.	7,540 0	10,913 0	18,453 0
29.	7,640 0	10,913 0	18,553 0
30.	7,740 0	10,913 0	18,653 0
31.	7,840 0	10,913 0	18,753 0
32.	7,940 0	10,913 0	18,853 0
33.	8,040 0	10,913 0	18,953 0
34.	8,140 0	10,913 0	19,053 0
35.	8,240 0	10,913 0	19,153 0
36.	8,340 0	10,913 0	19,253 0
37.	8,440 0	10,913 0	19,353 0
38.	8,540 0	10,913 0	19,453 0
39.	8,640 0	10,913 0	19,553 0
40.	8,740 0	10,913 0	19,653 0
41.	8,840 0	10,913 0	19,753 0
42.	8,940 0	10,913 0	19,853 0
43.	9,040 0	10,913 0	19,953 0
44.	9,140 0	10,913 0	20,053 0
45.	9,240 0	10,913 0	20,153 0
46.	9,340 0	10,913 0	20,253 0
47.	9,440 0	10,913 0	20,353 0
48.	9,540 0	10,913 0	20,453 0
49.	9,640 0	10,913 0	20,553 0
50.	9,740 0	10,913 0	20,653 0
51.	9,840 0	10,913 0	20,753 0
52.	9,940 0	10,913 0	20,853 0
53.	10,040 0	10,913 0	20,953 0
54.	10,140 0	10,913 0	21,053 0

SCHEDULE III

ESTATE MEDICAL PRACTITIONER

<i>Stage</i>	<i>Current Salary Rs.</i>	<i>Salary Revision (2500 + 8413) Rs.</i>	<i>Placement on Salary Range Rs.</i>
1.	5,625 0	10,913 0	16,538 0
2.	5,825 0	10,913 0	16,738 0
3.	6,025 0	10,913 0	16,938 0
4.	6,225 0	10,913 0	17,138 0
5.	6,425 0	10,913 0	17,338 0
6.	6,625 0	10,913 0	17,538 0
7.	6,825 0	10,913 0	17,738 0
8.	7,025 0	10,913 0	17,938 0
9.	7,225 0	10,913 0	18,138 0
10.	7,425 0	10,913 0	18,338 0
11.	7,625 0	10,913 0	18,538 0
12.	7,825 0	10,913 0	18,738 0

<i>Stage</i>	<i>Current Salary Rs.</i>	<i>Salary Revision (2500 + 8413) Rs.</i>	<i>Placement on Salary Range Rs.</i>
13.	8,025 0	10,913 0	18,938 0
14.	8,225 0	10,913 0	19,138 0
15.	8,425 0	10,913 0	19,338 0
16.	8,625 0	10,913 0	19,538 0
17.	8,825 0	10,913 0	19,738 0
18.	9,025 0	10,913 0	19,938 0
19.	9,225 0	10,913 0	20,138 0
20.	9,425 0	10,913 0	20,338 0
21.	9,625 0	10,913 0	20,538 0
22.	9,825 0	10,913 0	20,738 0
23.	10,025 0	10,913 0	20,938 0
24.	10,225 0	10,913 0	21,138 0
25.	10,425 0	10,913 0	21,338 0
26.	10,625 0	10,913 0	21,538 0
27.	10,825 0	10,913 0	21,738 0
28.	11,025 0	10,913 0	21,938 0
29.	11,225 0	10,913 0	22,138 0
30.	11,425 0	10,913 0	22,338 0
31.	11,625 0	10,913 0	22,538 0
32.	11,825 0	10,913 0	22,738 0
33.	12,025 0	10,913 0	22,938 0
34.	12,225 0	10,913 0	23,138 0
35.	12,425 0	10,913 0	23,338 0
36.	12,625 0	10,913 0	23,538 0
37.	12,825 0	10,913 0	23,738 0
38.	13,025 0	10,913 0	23,938 0
39.	13,225 0	10,913 0	24,138 0
40.	13,425 0	10,913 0	24,338 0
41.	13,625 0	10,913 0	24,538 0
42.	13,825 0	10,913 0	24,738 0
43.	14,025 0	10,913 0	24,938 0
44.	14,225 0	10,913 0	25,138 0
45.	14,425 0	10,913 0	25,338 0
46.	14,625 0	10,913 0	25,538 0
47.	14,825 0	10,913 0	25,738 0
48.	15,025 0	10,913 0	25,938 0
49.	15,225 0	10,913 0	26,138 0
50.	15,425 0	10,913 0	26,338 0
51.	15,625 0	10,913 0	26,538 0
52.	15,825 0	10,913 0	26,738 0
53.	16,025 0	10,913 0	26,938 0
54.	16,225 0	10,913 0	27,138 0

SCHEDULE III**MEDICAL PRACTITIONER**

<i>Stage</i>	<i>Current Salary Rs.</i>	<i>Salary Revision (2500 + 8413) Rs.</i>	<i>Placement on Salary Range Rs.</i>
1.	9,000.00	10,913.00	19,913.00
2.	9,300.00	10,913.00	20,213.00
3.	9,600.00	10,913.00	20,513.00
4.	9,900.00	10,913.00	20,813.00
5.	10,200.00	10,913.00	21,113.00

<i>Stage</i>	<i>Current Salary Rs.</i>	<i>Salary Revision (2500 + 8413) Rs.</i>	<i>Placement on Salary Range Rs.</i>
6.	10,500.00	10,913.00	21,413.00
7.	10,800.00	10,913.00	21,713.00
8.	11,100.00	10,913.00	22,013.00
9.	11,400.00	10,913.00	22,313.00
10.	11,700.00	10,913.00	22,613.00
11.	12,000.00	10,913.00	22,913.00
12.	12,300.00	10,913.00	23,213.00
13.	12,600.00	10,913.00	23,513.00
14.	12,900.00	10,913.00	23,813.00
15.	13,200.00	10,913.00	24,113.00
16.	13,500.00	10,913.00	24,413.00
17.	13,800.00	10,913.00	24,713.00
18.	14,100.00	10,913.00	25,013.00
19.	14,400.00	10,913.00	25,313.00
20.	14,700.00	10,913.00	25,613.00
21.	15,000.00	10,913.00	25,913.00
22.	15,300.00	10,913.00	26,213.00
23.	15,600.00	10,913.00	26,513.00
24.	15,900.00	10,913.00	26,813.00
25.	16,200.00	10,913.00	27,113.00
26.	16,500.00	10,913.00	27,413.00
27.	16,800.00	10,913.00	27,713.00
28.	17,100.00	10,913.00	28,013.00
29.	17,400.00	10,913.00	28,313.00
30.	17,700.00	10,913.00	28,613.00
31.	18,000.00	10,913.00	28,913.00
32.	18,300.00	10,913.00	29,213.00
33.	18,600.00	10,913.00	29,513.00
34.	18,900.00	10,913.00	29,813.00
35.	19,200.00	10,913.00	30,113.00
36.	19,500.00	10,913.00	30,413.00
37.	19,800.00	10,913.00	30,713.00
38.	20,100.00	10,913.00	31,013.00
39.	20,400.00	10,913.00	31,313.00
40.	20,700.00	10,913.00	31,613.00
41.	21,000.00	10,913.00	31,913.00
42.	21,300.00	10,913.00	32,213.00
43.	21,600.00	10,913.00	32,513.00
44.	21,900.00	10,913.00	32,813.00
45.	22,200.00	10,913.00	33,113.00
46.	22,500.00	10,913.00	33,413.00
47.	22,800.00	10,913.00	33,713.00
48.	23,100.00	10,913.00	34,013.00
49.	23,400.00	10,913.00	34,313.00
50.	23,700.00	10,913.00	34,613.00
51.	24,000.00	10,913.00	34,913.00
52.	24,300.00	10,913.00	35,213.00
53.	24,600.00	10,913.00	35,513.00
54.	24,900.00	10,913.00	35,813.00